



P.O. BOX 130
106 WEST COURT SQUARE
ABBEVILLE, AL 36310
PHONE: 334-585-3699

PROPOSAL



ANNISTON ARMY DEPOT
ANNISTON, AL

Arrow Disposal Service Incorporated

WASTE REMOVAL AND DISPOSAL FOR ANNISTON ARMY DEPOT

SOLICITATION W911KF-06-R-0015

July 31, 2006

The original solicitation (pdf file) for refuse collection on Anniston Army Depot has been completed electronically. This digital copy of solicitation **W911KF-06-R-0015** contains all information requested in the original file.

Standard Form 1449, all provisions, pricing information (bid schedule / line items), representation and certifications, and applicable attachments have been completed.

The Technical Detail, Disposal Plan, and Past Performance Records are included and can be found beginning on page 104 of this file.

NOTE: To print this document, comments and markups must be selected from the Adobe "Print" screen. Please contact Hugh Herndon at (727) 543-6925 with any technical questions regarding this electronic solicitation.
Email: hugh@arrowdisposalservice.com

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS					1. REQUISITION NUMBER AY600061172101		PAGE 1 OF 63			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W911KF-06-R-0015		6. SOLICITATION ISSUE DATE 30-Jun-2006		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JEFFREY W. HARDIN				b. TELEPHONE NUMBER (No Collect Calls) 256-235-6179		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 31 Jul 2006		
9. ISSUED BY DOC-ANNISTON ARMY DEPOT DIRECTORATE OF CONTRACTING 7 FRANKFORD AVENUE ANNISTON AL 36201-4199 TEL: FAX: 2562403077 EXT. 2222		CODE W911KF		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 562111 SIZE STANDARD: 10000000			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-C9 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS Net 30	
15. DELIVER TO SEE SCHEDULE				16. ADMINISTERED BY CODE						
17a. CONTRACTOR/OFFEROR Arrow Disposal Service, Inc PO Box 130 Abbeville, AL 36310 TEL. 334-585-3699				CODE 4GVB5		18a. PAYMENT WILL BE MADE BY CODE				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT	
		SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR Richard Urrutia				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER Richard Urrutia CEO		30c. DATE SIGNED 7/28/2006		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:						

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 63	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

PROVISIONS

PROVISION #1: The following documents are incorporated as part of this solicitation: (1) Statement of Work; (2) Personal Data Questionnaire Form 380-2; (3) Evidence of Authority to Sign Offers; (4) Contractor Request for Waiver Non-EPA items; (5) EPA Guideline Items; (6) Contractor Affirmative Procurement Report Form; (7) Safety Guidelines; (8) Wage Determination; (9) Incentive Plan; (10) AFARS Appendix DD- Subcontracting Plan Evaluation Guide; and (11) Surveillance Plan; (12) Past Performance Evaluation Plan.

PROVISION #2: All contractor employees must complete a Personal Data Questionnaire Form 380-2 and provide to Contracting Officer at least 5 days before starting to work on Anniston Army Depot. The form is needed for a security review to be completed and for a badge to be issued to the contractor employee.

PROVISION #3: OPTION YEARS. Contractor shall be notified at least sixty (60) days prior to expiration date of the contract if the Government intends to exercise its option to extend the contract for an additional year. In the event the Government fails to notify the contractor within the said sixty (60) days, but at a time less than sixty (60) days prior to the expiration date does notify the contractor that it intends to exercise the option to extend the contract for an additional year, the contractor will have the right to waive the sixty (60) days notice requirement and to perform under the option year contract.

PROVISION #4: Offer must be submitted electronically, reference clause 52.000-4706 Electronic Submission of Offers.

PROVISION #5: The contractor shall comply with Resource Conservation and Recovery Act (RCRA) affirmative procurement (or 'buying recycled') requirements by giving preference in their purchasing process to products and practices that promote recycling and other environmentally friendly practices. The contractor is also responsible for insuring that all sub-contractors comply with AP requirements. Except as specifically waived in writing, for reasons of price, performance or availability, any products in the attached EPA guideline items list provided by the contractor as part of the performance of this contract must meet the minimum percentage levels of recovered materials as specified to these standard contract terms and conditions. Please refer to the attached EPA list of designated recovered materials content products (attached). On completion of work, contractor shall submit to the COR or Contract Administrator a completed "affirmative procurement reporting form" (attached) for actions taken under that specific order. The contractor shall submit the attached "contractor request for waiver for non-EPA comprehensive guideline items" (attached) as written documentation to support the decision not to acquire items meeting the minimum content levels, based on one of the three justifications below:

- a. The product is not available from a sufficient number of sources to maintain a sufficient level of competition (i.e., available from two or more sources) or is not available at a reasonable price.
- b. The product is not available within a reasonable period of time.
- c. The product does not meet the performance standards in applicable specifications or fails to meet reasonable performance standards of the agency.

See FAR clauses 52.223-4 and 52.223-9 for further guidance.

PROVISION #6: Please review the accuracy of your central contractor registration (CCR) information. The Department of Defense began using a new reporting system in fiscal year 2005. The system will automatically pull information from the CCR. It is imperative that the information for your company is correctly recorded. Awarding of a contract to a particular company could be impacted by the information found at the CCR.

PROVISION #7: Manpower Reporting.

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil> . The

required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this report period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each requirement data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

PROVISION # 8. Any proposal from a large business must include a subcontracting plan. See FAR Clause 52.219-09, Small Business Subcontracting Plan and Attachment 10, Subcontracting Plan Evaluation Guide.

PROVISION # 9: Vendor must accept Government Smart Pay Visa Credit Card or provide their electronic funds transfer address. Contractors must be registered in the Central Contractor Registration (CCR) Program before an award will be issued. COMPLETE THE FOLLOWING INFORMATION AND INCLUDE WITH ANY OFFER.

Accept VISA? Yes X No _____

If no, EFT address: _____

Federal Tax Identification Number: 20-2878193
 Dun & Bradstreet Number (DUNS): 783772476
 CAGE Code: 4GVB5
 Central Contractor Registration (CCR): Yes X No _____
 CCR Expiration Date: 07/26/2007

Vendor Contact Information: POC Richard Urrutia
 Telephone: (334) 585-3699
 FAX: (334) 585-9659
 Email: Richard@arrowdisposalservice.com

PROVISION #10. PROSPECTIVE CONTRACTORS MAY COMPLETE ELECTRONIC ANNUAL REPRESENTATIONS AND CERTIFICATIONS AT [HTTP://ORCA.BPN.GOV](http://ORCA.BPN.GOV) IN CONJUNCTION WITH REQUIRED REGISTRATION IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE (SEE FAR [4.1102](#)). PROSPECTIVE CONTRACTORS SHALL UPDATE THE REPRESENTATIONS AND CERTIFICATIONS SUBMITTED TO ORCA AS NECESSARY, BUT AT LEAST ANNUALLY, TO ENSURE THEY ARE KEPT CURRENT, ACCURATE, AND COMPLETE. THE REPRESENTATIONS AND CERTIFICATIONS ARE EFFECTIVE UNTIL ONE YEAR FROM DATE OF SUBMISSION OR UPDATE TO ORCA

PROVISION # 11. All contractors are encouraged to attend a site visit, see Clause 52.0237-4416 for details. Contractors must complete all forms and submit to Directorate of Contracting no later than 7/10/06 if they plan to attend the site visit. Please see attachments 2 and 12.

PROVISION #12. Any contractor employee that requires access to the Chemical Limited Area must be issued a protective mask by Anniston Army Depot. The following criteria must be met before a mask can be issued: employee must be clean-shaven; attend a safety briefing by Anniston Chemical Activity staff, have a respiratory screening completed by their contract physician or personal physician, and be fitted and be responsible for a protective mask and the annual inspections of same.

PROVISION #13. Organized Site Visit Scheduled For: Date 7/10/06 Time 9:00-12:00 AM and 1:00- 4:00 PM. An alternate date may be scheduled. See Clause 52.237-4710 for instructions pertaining to site visit.

PRICING RECAP

Base Year (Line Items: <u>0001-0008</u>)	\$ <u>851,830.20</u>
1 st Option Year (Line Items: <u>0009-0016</u>)	\$ <u>947,927.68</u>
2 nd Option Year (Line Items: <u>0017-0024</u>)	\$ <u>1,054,205.33</u>
3 rd Option Year (Line Items: <u> </u>)	\$ <u> -- </u>
4 th Option Year (Line Items: <u> </u>)	\$ <u> -- </u>
TOTAL	\$ <u>2,853,963.21</u>

Notes:

See Page (6), "Volume" Of Technical Detail Proposal for Non Special Industrial Waste Unit Pricing

See Pages (6) and (7), "Contract Payments" Of Technical Detail Proposal For 3rd Option Year and 4th Option Year

Unit Rate Escalators and Relocation Fee(s)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	REMOVE AND DISPOSE OF HOUSEHOLD WASTE - BASE YEAR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. Base Year. Period of Performance shall begin 1 Oct 2006 and continue through 30 Sep 2007. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101	3,500,000	Pound		
					\$0.026081/ lb
				NET AMT	\$91,283.17

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	REMOVE AND DISPOSE OF ASBESTOS WASTE - BASE YEAR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. Base year. Performance shall begin 1 October 2006 through 30 September 2007. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101	250,000	Pound		
					\$0.144563 / lb
				NET AMT	\$36,140.81

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	REMOVE AND DISPOSE OF PETROLEUM CONTAMINATED WASTE - BASE YEAR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. Base year. Performance shall begin 1 October 2006 through 30 September 2007. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101	1,500,000	Pound		
					\$0.17300 / lb
				NET AMT	\$25,950.11

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	REMOVE AND DISPOSE OF IWTP/STP COMBO WASTE - BASE YEAR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. Base year. Performance shall begin 1 October 2006 through 30 September 2007. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101	3,100,000	Pound		
					\$0.017300 / lb
				NET AMT	\$53,630.23

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	TRANSPORTATION (TRIP) FEE - BASE YEAR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. Base year. Performance shall begin 1 October 2006 through 30 September 2007. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101	2,875	Each		
					\$216.29 ea
				NET AMT	\$621,825.88

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	RELOCATION FEE OF NON-HAZARDOUS CONTAINERS - BASE YEAR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. Base year. Performance shall begin 1 October 2006 through 30 September 2007. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101	100	Each		
					\$50.00 ea
				NET AMT	\$5,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	EMERGENCY RELOCATION OF HAZARDOUS ROLL-OFF BOXES - BASE YEAR FFP Non-personal services to provide all labor and material for emergency hazardous roll-off box relocation service at Anniston Army Depot. All boxes moved will be from one depot location to another. Services will be provided in two categories, one within the hours of 6am to 4pm Monday - Saturday; the other outside of the hours of 6am to 4pm Monday - Saturday. Response time is within 2 hours of notification. Base year. Performance shall begin 1 October 2006 through 30 September 2007. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101	360	Each		
					\$50.00 ea
				NET AMT	\$18,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	MANPOWER REPORTING FFP MANPOWER REPORTING: SEE PROVISIONS FOR DETAILS. PERIOD OF PERFORMANCE, 10/1/06- 9/30/07. FOB: Destination	1	Each		
					--
				NET AMT	--

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		3,727,500	Pound		
OPTION	REMOVE AND DISPOSE OF HOUSEHOLD WASTE - 1ST OPTION YEAR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. 1st Option Year. Performance shall begin 1 October 2007 through 30 September 2008. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101				
					\$0.027385 / lb
				NET AMT	\$102,077.40

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		263,750	Pound		
OPTION	REMOVE AND DISPOSE OF ASBESTOS WASTE - 1ST OPTION YEAR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. 1st Option Year. Performance shall begin 1 October 2007 through 30 September 2008. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101				
					\$0.151791 / lb
				NET AMT	\$40,034.98

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1,605,000	Pound		
OPTION	REMOVE AND DISPOSE OF PETROLEUM CONTAMINATED WASTE - 1ST OPT YR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. 1st Option Year. Performance shall begin 1 October 2007 through 30 September 2008. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101				
					\$0.018165 / lb
				NET AMT	\$29,154.95

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		3,317,000	Pound		
OPTION	REMOVE AND DISPOSE OF IWTP/STP COMBO WASTE - 1ST OPTION YEAR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. 1st Option Year. Performance shall begin 1 October 2007 through 30 September 2008. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101				
					\$0.018165 / lb
				NET AMT	\$60,253.57

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		3,062	Each		
OPTION	TRANSPORTATION (TRIP) FEE - 1ST OPTION YEAR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. 1st Option Year. Performance shall begin 1 October 2007 through 30 September 2008. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101				
					\$225.77 ea
				NET AMT	\$691,311.78

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		100	Each		
OPTION	RELOCATION FEE OF NON-HAZARDOUS CONTAINERS - 1ST OPTION YEAR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. 1st Option Year. Performance shall begin 1 October 2007 through 30 September 2008. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101				
					\$52.50 ea
				NET AMT	\$5,250.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	EMERGENCY RELOCATION OF HAZARDOUS ROLL-OFF BOXES - 1ST OPTION YR FFP Non-personal services to provide all labor and material for emergency hazardous roll-off box relocation service at Anniston Army Depot. All boxes moved will be from one depot location to another. Services will be provided in two categories, one within the hours of 6 am to 4 pm Monday - Saturday; the other outside of the hours of 6am to 4pm Monday - Saturday. Response time is within 2 hours of notification. 1st Option Year. Performance shall begin 1 October 2007 through 30 September 2008. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101	378	Each		
					\$52.50 ea
					<hr/>
				NET AMT	\$19,845.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	MANPOWER REPORTING FFP MANPOWER REPORTING: SEE PROVISIONS FOR DETAILS. PERIOD OF PERFORMANCE, 10/1/07- 9/30/08. FOB: Destination	1	Each		
					--
					<hr/>
				NET AMT	--

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		3,969,788	Pound		
OPTION	REMOVE AND DISPOSE OF HOUSEHOLD WASTE - 2ND OPTION YEAR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. 2nd Option Year. Performance shall begin 1 October 2008 through 30 September 2009. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101				
					\$0.028754 / lb
				NET AMT	\$113,285.44

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018		278,256	Pound		
OPTION	REMOVE AND DISPOSE OF ASBESTOS WASTE - 2ND OPTION YEAR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. 2nd Option Year. Performance shall begin 1 October 2008 through 30 September 2009. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101				
					\$0.159381 / lb
				NET AMT	\$44,348.71

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		1,717,350	Pound		
OPTION	REMOVE AND DISPOSE OF PETROLEUM CONTAMINATED WASTE - 2ND OPT YR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. 2nd Option Year. Performance shall begin 1 October 2008 through 30 September 2009. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101				
					\$0.019073 / lb
			NET AMT		\$32,755.59

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020		3,549,190	Pound		
OPTION	REMOVE AND DISPOSE OF IWTP/STP COMBO WASTE - 2ND OPTION YEAR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. 2nd Option Year. Performance shall begin 1 October 2008 through 30 September 2009. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101				
					\$0.019073 / lb
			NET AMT		\$67,694.88

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021		3,261	Each		
OPTION	TRANSPORTATION (TRIP) FEE - 2ND OPTION YEAR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. 2nd Option Year. Performance shall begin 1 October 2008 through 30 September 2009. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101				
					\$235.75 ea
				NET AMT	\$768,778.71

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022		100	Each		
OPTION	RELOCATION FEE OF NON-HAZARDOUS CONTAINERS - 2ND OPT YR FFP Refuse collection for Anniston Army Depot in accordance with description/specifications/work statement. 2nd Option Year. Performance shall begin 1 October 2008 through 30 September 2009. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101				
					\$55.13 ea
				NET AMT	\$5,512.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023		396	Each		
OPTION	EMERGENCY RELOCATION OF HAZARDOUS ROLL-OFF BOXES - 2ND OPTION YR FFP Non-personal services to provide all labor and material for emergency hazardous roll-off box relocation service at Anniston Army Depot. All boxes moved will be from one depot location to another. Services will be provided in two categories, one within the hours of 6 am to 4 pm Monday - Saturday; the other outside of the hours of 6am to 4pm Monday - Saturday. Response time is within 2 hours of notification. 2nd Option Year. Performance shall begin 1 October 2008 through 30 September 2009. FOB: Destination PURCHASE REQUEST NUMBER: AY600061172101				
					\$55.13 ea
				NET AMT	\$21,829.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024		1	Each		
OPTION	MANPOWER REPORTING FFP MANPOWER REPORTING: SEE PROVISIONS FOR DETAILS. PERIOD OF PERFORMANCE, 10/1/08- 9/30/09. FOB: Destination				
					--
				NET AMT	--

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0021	N/A	N/A	N/A	Government
0022	N/A	N/A	N/A	Government
0023	N/A	N/A	N/A	Government
0024	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0002	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0003	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0004	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0005	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0006	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0007	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	

0008	POP 01-OCT-2006 TO 30-SEP-2007	N/A	ANNISTON ARMY DEPOT SEE SCHEDULE ANNISTON AL FOB: Destination	W31G1Y01
0009	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
0010	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
0011	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
0012	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
0013	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
0014	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
0015	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
0016	POP 01-OCT-2007 TO 30-SEP-2008	N/A	ANNISTON ARMY DEPOT SEE SCHEDULE ANNISTON AL FOB: Destination	W31G1Y01
0017	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	
0018	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	
0019	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	
0020	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	
0021	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	
0022	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	
0023	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	

0024	POP 01-OCT-2008 TO 30-SEP-2009	N/A	ANNISTON ARMY DEPOT SEE SCHEDULE ANNISTON AL FOB: Destination	W31G1Y01
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CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.217-5	Evaluation Of Options	JUL 1990
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-4	Recovered Material Certification	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4000 DISCLOSURE OF UNIT PRICE INFORMATION

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

(End of clause)

52.000-4055 NOTICE OF CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of this Contract, the administration of the Contract will require maximum coordination between the Government and the Contractor. Upon award of a Contract, the Contracting Officer will appoint a Contracting Officer's Representative as his point of contact.

(a) Contracting Officer's Representative

A COR will be appointed by the Contracting Officer to monitor the Contract for technical compliance and to assist with Contract Administration. The precise responsibility and authority of the COR will be explained in his letter of appointment. The Contractor will be provided a copy of the COR appointment letter.

(b) Contracting Officer

The Contracting Officer is responsible for and will manage all Contract Administration. Accordingly, all communication pertaining to Contract Administration shall be addressed to the Contracting Officer.

52.0000-4404 IDENTIFICATION OF CONTRACTOR EMPLOYEES

This requirement is only applicable to the Contractor when the Contractor has employees working on the Anniston Army Depot.

1. All contractors are responsible for obtaining/returning identification badges and/or vehicle decals required for the term of the contract or release of employee (see paragraph 2 on release of Contractor employee). See Local Rules and Regulations clause. All Contractor employees meeting with Government employees or attending meetings at Anniston Army Depot (ANAD) shall, at the beginning of the meeting, announce to all other attendees that they are Contractor employees, employed by (Name of Contractor/address), and the name of all other companies or individuals that currently employ them or that the Contractor employee currently represents. In addition, Contractor employees shall wear visible insignia that readily displays their company's name. This may be in the form of a hat or clothing bearing a company logo, a badge, etc. Also, all Contractor employees must identify themselves as Contractor employees when answering Government telephones, working in situations where their actions could be construed as official Government acts, and include the company's name in his or her email display.

(a) If the Contractor requires computer access for completion of the contract, Contractor shall provide a written request to Directorate of Contracting; the COR will provide the Security Investigation Information or Letter of Clearance to the Personnel Security Office, Security Management Office, ten (10) days prior to the requirement for computer access. If Contractor employees depart Anniston Army Depot **prior to completion of contract**, written notice must be made to Directorate of Contracting and Directorate of Information Management. At the completion of the contract, written notice must be given to Directorate of Contracting AND Directorate of Information Management before final payment will be made.

(b) Contractor must provide written notice to Directorate of Contracting AND Directorate of Law Enforcement when Contractor employees are terminated **before completion of contract**. Written notice shall be provided to the Directorate of Contracting and Directorate of Law Enforcement (DLE) by the Contractor when the contract is complete.

2. Badges and vehicle decals should be returned when they expire at the end of the contract or upon employee termination, whichever comes first. When the contract number under which the badge was obtained is completed (date of last delivery or performance of last service), including any exercise of an option pursuant to the terms of the contract, the Contractor shall return the badges for all employees and vehicle decals to the DLE and obtain a receipt for each within three (3) business days after ending date of contract. Contractor shall provide written notice to Directorate of Contracting, Directorate of Information Management (when access to Government computers required), DLE, and Security Management Office when Contractor employees are terminated before the completion of the contract.

3. Failure to comply with the requirement in Paragraph 2 will be grounds for withholding any funds due the Contractor until badges are returned or paid for, notwithstanding any other clause or requirements in the contract.

Failure to comply may also be used as an adverse factor with respect to Contractor past performance in connection with award of future contracts to the firm.

4. If the Contractor obtains a new or follow-on contract for work at ANAD, Contractor shall obtain new badges for each employee indicating on the request the new or follow-on contract number and comply with the above. This paragraph does not apply under options.

5. Non-Disclosure Agreement: If access to nonpublic information is required, the Contractor and each Contractor employee working on ANAD shall sign a non-disclosure statement on their company's letterhead prior to commencing work under the contract or obtaining the badges required by Paragraph 1 above. There will be one non-disclosure statement for each employee. The non-disclosure statement shall be worded as stated in Paragraph 7 below.

6. The COR/Government POC shall coordinate the Contractor's badging process (schedule appointments with DLE, etc.). The Contractor shall furnish (before initiating work under the contract) two copies of the non-disclosure statement for each Contractor employee to the COR/Government POC. The COR/Government POC shall maintain one copy and provide one copy to the Administrative Contracting Officer for inclusion in the official contract file.

7. Before any non-government employee can be given access to nonpublic information covered by the non-disclosure agreement, there must be a written agreement between the recipient Contractor and the owner of the proprietary information. A copy of this agreement must be made a part of the contract file.

Format for
CERTIFICATE OF NON-DISCLOSURE

I, Richard Urrutia, an employee, authorized representative, and agent of Arrow Disposal Service Incorporated, a contractor (hereinafter RECIPIENT) providing support services to Anniston Army Depot (hereinafter ANAD), and likely to have access to nonpublic information under contract number W911KF-06-R-0015, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivering support services to ANAD under contract; and

WHEREAS it is the intention of ANAD to protect and prevent access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and

WHEREAS ANAD acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and

WHEREAS RECIPIENT may be given or otherwise have access to nonpublic information while providing such services; and

WHEREAS "nonpublic information" includes such information as proprietary information (e.g., information submitted by a contractor marked as proprietary), information marked as having restrictions on its use (e.g., data having "limited rights," "restricted rights" or "Government purpose license rights" legends), information having Distribution Statements thereon per DoDD 5230.24, advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies), source selection information (e.g., bids before made public, source selection plans, and rankings of proposals), trade secrets and other confidential business information (e.g., confidential business information submitted by a contractor), attorney work product, information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers), and other sensitive information that would not be released by ANAD under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information from Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information for any personal or other commercial purpose; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, upon RECIPIENT leaving the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this CERTIFICATE will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be

RECIPIENT/AGENT:  (signature)

PRINTED NAME: Richard Urrutia

TITLE: CEO

EMPLOYER/PRINCIPAL: Arrow Disposal Service Inc

(End of clause) Updated August 2005

52.000-4408 INSTALLATION SECURITY

The Anniston Army Depot (ANAD) is currently operating on a heightened state of security awareness and enforcement due to possible terrorist threats. Due to this heightened state of security, it is imperative that no unauthorized materials of any type be brought onto or left unattended on the installation. For this reason the Contractor must have a process in place to receive and store materials and have visibility of the location of those materials at all times while on ANAD. This includes construction materials, equipment, and miscellaneous items. This visibility/accountability of materials applies to the Contractor, its subcontractors, and its material suppliers.

Further, all Contractor, subcontractor, and material supplier employees are prohibited from bringing personal belongings of any nature onto the installation if such items are to be left unattended at any time.

The Contractor is further required to have a plan of action for implementing these procedures and must submit it to the Contracting Officer upon request. This plan of action must include a provision for informing all employees and subcontractors of these procedures. The plan of action must also address monitoring and procedures the Contractor has in place to ensure compliance with this contractual provision.

Should the Contractor fail to comply with this mandatory contractual provision, the Contractor may be held responsible for all direct and indirect cost incurred by the Government in identifying, securing, segregating, removing, and otherwise properly disposing of improper or abandoned materials/equipment.

(End of clause)

52.000-4415 NOTICE OF FEDERAL CHILD LABOR LAWS--FAIR LABOR STANDARDS ACT OF 1938

Persons under the age of 18 years are prohibited from working on Anniston Army Depot in hazardous areas such as the Ammunition Limited Area and in the hazardous occupations designated by the Department of Labor in Part 570 of Volume 29 of the Code of Federal Regulations (29 CFR 570).

52.000-4702 AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) by U. S. Postal Service to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Fort Belvoir, VA 22060-5527

Facsimile number (703) 806-8866/8875

Packages sent by Federal Express or UPS should be addressed to:

HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Fort Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of provision) Updated August 2004

52.000-4706 ELECTRONIC SUBMISSION OF OFFERS

All responses to this solicitation must be submitted in electronic format. Paper copy responses will not be accepted. You may submit your response to Anniston Army Depot (ANAD) using one of these three methods: Offers submitted using any other means will not be accepted.

FAX:

The FAX number for your bids/proposals is **(256) 240-3077** extension **2222**. This FAX line is attached to a "FAX Server" which will store your transmittal. All FAX receptions are automatically time/date stamped. Sending FAX station information is also stored with the received FAX (i.e., originating telephone number and any station information you've programmed for transmission). Instructions to fax to an extension: Dial the fax number and then press the "pause" or "pause/redial" button and then our "**2222**" extension. Most fax machines have a "pause/redial" button. Consult your fax machine user manual for specific instructions. The pauses delay the fax machine's transmission of the extension and allows the telephone system time to send the extension "beeps."

E-MAIL SUBMISSION:

E-Mail bids/proposals will be directed to acqnet@anad.army.mil. Check with your Internet Service Provider (ISP) to verify that E-Mail attachments are allowed - some ISPs will "strip" attachments prior to transmission. Attachments to your E-Mail which require the purchase of software to view your bid/proposal will not be accepted. If you send E-Mail attachments, there must be a readily-available, royalty-free viewer available for our use in viewing and printing your submission.

ON-LINE SUBMISSION:

On-line submission of bids/proposals is via our "**Vendor Response Module**." This method allows you to select a solicitation, point at file(s) on your PC, and directly transmit these file(s) to our Web Server for action. Detailed information regarding the **Vendor Response Module** is available at <http://www.procnet.anad.army.mil/>, Vendor Information, Bid Submission.

If format is other than Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, or Portable Document Format (PDF), a "reader" must be provided. Offeror must insure its offer, in its entirety, reaches the Directorate of Contracting, Anniston Army Depot, before the time set for bid opening or proposal closing.

Any clauses or provisions of this solicitation which mention writing, returning, or submission of offer will mean electronic submission as stated in the paragraph above.

Electronic offers must identify the solicitation and the opening/closing date, and include, as a minimum, the following:

- a. The SF33/SF1449/SF18/SF1442 filled out and signed.
- b. All applicable fill-in provisions from the solicitation must be completed.
- c. Any other information required by the solicitation.

Lateness rules are outlined in the solicitation.

If you choose to password-protect access to your offer, you must provide the password to ANAD before the opening or closing date. Contact the buyer identified on the cover page of this solicitation to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable." See Federal Acquisition Regulation 14.406 or 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

Any bid bond required by this solicitation must be submitted with offer in the above mentioned electronic format. Also, the properly completed original bid bond must be furnished to the Directorate of Contracting, Anniston Army Depot, 7 Frankford Ave, Anniston, AL 36201-4199, prior to the opening or closing of the solicitation.

52.0000-4708 PAST PERFORMANCE PROPOSAL AND EVALUATION INFORMATION

1. The government will conduct a performance risk evaluation based upon the past performance of offerors and proposed major subcontractors as it relates to the probability of successfully performing the solicitation requirements.
2. Offeror shall submit with proposal the information listed below for RELEVANT PAST PERFORMANCE ON THREE (3) CONTRACTS performed within the past three (3) years prior to closing of this solicitation. For services, contractor shall have performed under each contract for a minimum of one (1) year within the past three (3) years. Each contract cited may be ongoing or complete provided it meets the one year performance criteria. For equipment or supplies, contractor shall have completed each contract within the past three (3) years.
3. For each contract, provide:
 - a. A description of your contract or subcontract (government or commercial). Government contracts are defined as those with the Federal government and agencies of state and local governments.
 - b. Name of contracting activity/commercial firm.
 - c. Contract Number.
 - d. Contract type (fixed price or cost reimbursable).
 - e. Total contract value.
 - f. Description of work/NSN, Part Number, Nomenclature.
 - g. Contracting officer/contract manager, telephone number, and email address.
 - h. Administrative contracting officer, if different from g. above, telephone number, and email address.
 - i. A brief summary of work performed under each contract cited.
 - j. Explanation of why contract or subcontract is considered relevant to proposed acquisition. If only a portion of cited contract is relevant, include in your explanation.
 - k. Information on problems encountered on the contract and actions taken to correct problems identified.
4. If offeror proposes use of major subcontractor(s) in performance of resultant contract, provide a description of the work to be performed by each major subcontractor and the information specified above for each subcontractor identified as relevant to the work to be performed by the subcontractor.
5. "Relevant past performance" is defined as performance similar in nature and in scope to work required by this acquisition. The government will screen contract information provided by offeror and will remove from consideration those contract references that are clearly unrelated to the type of effort sought.
6. The government will consider this information in its evaluation of performance risk for offeror and proposed major subcontractors. The government will make a reasonable effort to consider information on the contracts cited for offeror and for each major subcontractor.
 - a. The government reserves the right to evaluate fewer than three (3) contracts for any contractor should we be unsuccessful in obtaining required information from sources cited. In that case, contractor (or subcontractor) will be evaluated on the information available.
 - b. Should the government receive information on more than three (3) contracts, selection of those to be considered in evaluation will be based on the criteria stated previously.
7. The government reserves the right to consider information from other sources in its evaluation.
8. See separate evaluation clause for specific factors, rating criteria, and relative importance of past performance evaluation for this acquisition.

(End of provision) Updated August 2003

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT
(SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$83.29 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.211-4401 LOCAL RULES AND REGULATIONS

(a) Identification Badges and Vehicle Decals: The following requirements apply to all contractors working inside the Controlled Area of Anniston Army Depot.

(1) Contractors are required to secure, and wear at all times, employee identification badges for all employees who must enter the Anniston Army Depot (ANAD) to engage in contract work. Badges must be secured before an employee will be allowed entry onto the depot. Contractors that are non-US citizens must be escorted by depot personnel with the proper security clearance. Emergency badges will be issued on a case-by-case basis. Vehicle decals must be obtained for all Contractor vehicles entering ANAD. These badges and decals may be obtained from the Badge and Vehicle Office, Building 367, located at the main entrance to ANAD. No charge is made for badges if they are returned. Contractors will be charged twenty-five dollars (\$25.00) for each badge issued to replace lost badges or badges damaged through carelessness, negligence, or misuse. All persons to be badged shall present a PHOTO identification from one of the following sources:

1 - State driver's license

2 - State identification card

3 - Federal, municipal, or school identification card bearing a seal and the following information: photo, name, social security number, date of birth, and physical description

NOTE: A social security card is not a photo identification and will not be accepted as proper identification. Employee identification cards issued by the Contractor will not be accepted. The Director of Law Enforcement (DLE) will reject any identification presented which is altered, not issued by one of the above identified agencies, or otherwise questioned regarding validity.

(2) Contractors shall submit the name of a point of contact responsible for security requirements through the Contracting Officer to the Installation Security Management Office upon notification of contract award.

(3) Ten calendar days prior to the date Contractor employee will begin work in the controlled area of ANAD (within the gates), a Personal Data Questionnaire/Privacy Act Statement (SIOAN Form 380-2) must be completed and signed for each employee. The form authorizes ANAD to conduct a local background check for any criminal record or questionable reliability. No contractors or employees will be issued a badge without a favorable local background check. SIOAN Forms 380-2 may only be submitted for persons who are current employees of the Contractor or who hold a letter of intent to hire issued by the Contractor. Forms will be submitted to the Badge and Vehicle Office, Building 367, located at the main entrance to ANAD. **NO PRE-EMPLOYMENT LOCAL BACKGROUND CHECKS WILL BE CONDUCTED BY ANNISTON ARMY DEPOT.** The prime contractor is responsible for checking with the Badge and Vehicle Office, Building 367, phone number 256 235-6820, to ensure that employees have been cleared for entrance to ANAD.

(4) Also, at least ten calendar days before the Contractor expects to begin work on the installation, prime Contractor shall submit, on company letterhead, the name, social security number, date/place of birth, and citizenship of all persons entering ANAD to perform contract work for the prime and any subcontractors. Letter shall be submitted through the Contracting Officer to the Badge and Vehicle Office.

(5) Violation of any security or safety requirements will be grounds for immediate suspension of the individual's badge. DLE will notify the Contracting Officer when suspension actions are taken. The Contractor can appeal the suspension to DLE, who is the final adjudication authority of the individual's reinstatement or revocation of badge privileges.

(6) See clause entitled Identification of Contractor Employees for Contractor employees working on Anniston Army Depot.

(b) AMMUNITION LIMITED AREA. Yes ☒, No ☐ work to be performed in the Ammunition Limited Area (ALA). Contractors working within the ALA must abide by the above guidance plus the following additional requirements:

(1) The prime Contractor will be notified which persons are approved for access to the ALA. Contractor personnel who are denied access based on the local background check will have the right to appeal to the DLE. The Director's decision is considered the final action.

(2) No privately-owned vehicles (POV) are authorized in the ALA.

(3) Contractor-owned, rented, or leased vehicles which are construction-type (i.e., pickup trucks, dump trucks, etc.) may be authorized within the ALA upon being inspected and registered with ANAD. **ALL VEHICLES AND PERSONS SHALL BE SEARCHED UPON ENTERING AND EXITING THE ALA.**

(4) Contractor vehicles may not remain overnight within the ALA without obtaining permission from DLE and by disabling the vehicle (by removing the battery or some other method approved by DLE).

(5) No alcohol, photographic equipment, firearms, flame producing devices (to include lighters and matches), or other items prohibited by safety requirements are permitted within the ALA.

(6) All damages caused by the Contractor to security lighting, fencing, intrusion detection systems, security telephones, or any other security equipment will be repaired immediately at the Contractor's expense by the Contractor. Normal contract work will not resume until the security equipment is returned to normal.

(c) CHEMICAL LIMITED AREA. Yes ☒, No ☐ work to be performed in the Chemical Limited Area (CLA). Contractors working within the CLA are required to adhere to all of the requirements of paragraph (a) and (b) above plus the following requirements:

(1) Contractors entering the CLA on a temporary entry control roster are required to attend a safety briefing. The safety briefing, approximately 30 minutes in length, is an annual requirement. Contact DLE at 256 235-7578 to schedule this briefing.

(2) Contractors working within the CLA must be escorted by a member of the security force or an ANAD employee qualified to escort. Escorts remain with the Contractor the entire time the Contractor is within the CLA.

(3) The requirement for a security escort must be coordinated through the Contracting Officer to DLE two weeks in advance of initial required work date. The number of available escorts is limited, which may affect the amount of work area available to the Contractor each day.

(4) Escorts will be conducted with a "line of sight" being maintained at all times between the escort and the Contractor. This will limit the amount of distance one crew may spread out to perform work. Escorts may direct Contractor employees regarding the distance to travel from the escort.

(5) Contractors working within the CLA may be required to cease work and evacuate from the CLA up to six (6) times per year for exercises and/or emergencies. The duration of the cease work periods will vary, but normally they will not exceed 24 hours. These interruptions will be at no cost to the Government.

(6) Contractor work hours within the CLA will be normal ANAD duty days and duty hours. Contractors must depart the CLA 15 minutes prior to the end of ANAD's normal shift.

(d) Hours of Work:

WORK HOURS	RECEIVING HOURS	DAY(S) OF WEEK
7:00 AM - 4:30 PM	7:00 AM - 2:00 PM	Monday - Thursday
7:00 AM - 3:30 PM	7:00 AM - 2:00 PM	Every other Friday
CLOSED	7:00 AM - 2:00 PM	Every other Friday
CLOSED	CLOSED	Saturdays, Sundays, and Federal Holidays

(1) Federal Holidays. Federal holidays may cause the Depot to be closed for one or more of the work days identified. The contract performance period has taken this possibility into consideration.

(2) Shutdown Periods. The Government may choose to shutdown for a week or portions of a week as stated below. During this shutdown, and unless otherwise stated, only those Government personnel essential for equipment/facility maintenance will be permitted work.

4 th of July Holiday	Safety Stand-Down Day*
Christmas Holiday	Employee Appreciation Day*

*Safety Stand-Down Day and Employee Appreciation Day generally occur on a Friday (8-hour day). Safety Stand-Down Day consists of either two half-days occurring at six-month intervals or one full workday per year. Employee Appreciation Day generally occurs on a Friday (half of an 8-hour day) and is usually held in the afternoon. The Contractor's services may not be required during these periods. In such cases, the Contractor will be notified in writing by the Government. These interruptions will be at no cost to the Government.

(3) Schedule Changes. When situations warrant, the Government may change the hours of operation to adjust for certain conditions, i.e., weather conditions (extreme heat or cold). For example, during summer production, shops may begin work at 6:00 am and leave work at 3:30 pm to avoid the afternoon heat. The Contractor shall be provided as much advance written notice as possible when these situations occur and will be expected to support any schedule change provided by the Contracting Officer.

(e) Traffic: The Contractor will be required to conform to Depot regulations concerning:

(1) Designated routes

(2) Parking regulations

(3) Insurance--See clause entitled "Insurance Requirements." The Contractor will also insure that all POVs brought on the installation are fully insured for minimum amount of personal injury and personal damage liability required by Federal Acquisition Regulation 28.307-2.

(f) Highway Barricades, Warning Signs, and Parking: The Contractor shall comply with Depot Regulation ANADR 190-5 and Manual on Uniform Traffic Control Devices, ANSI D6.1, Part VI, Latest Edition. Contractors are permitted to drive their vehicles inside buildings to load and unload supplies and equipment. However, when finished loading and unloading, the Contractor should move the vehicle outside to a designated parking space.

(g) Temporary Structures: The Contractor shall comply with Corps of Engineers Manual (EM) 385-1-1.

(h) Fire Prevention and Protection: The Contractor shall comply with all fire prevention measures prescribed in the installation fire prevention and protection regulation, a copy of which is on file in the office of the Contracting Officer. A written hot work permit shall be obtained from the installation fire department for use of any heat producing devices such as blowtorches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment. The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by the terms of this contract.

(i) Utilities: Government-owned and operated utilities are adequate for the needs and use of the Contractor as well as the Government. All reasonably required amounts of water and electricity are available to the Contractor without charge.

(j) Safety and Accident Prevention: In addition to contract clause entitled "ACCIDENT PREVENTION," FAR 52.236-13, which may be incorporated by reference, the provisions of AMCR 385-100, ANADR 385-1, Engineering Manual (EM) 385-1-1, and 29 CFR 1926/1910 shall be strictly adhered to. Contractors working in the CLA will be issued protective masks by the installation in accordance with ANAD Respiratory Screening Plan. The Contractor will be responsible for the reimbursement of the cost of any protective equipment damaged due to negligence, destroyed, or lost by contracted personnel. The referenced regulations and plan are available in the Safety Office for review by contractors.

(k) Vehicle Searches: All vehicles entering, moving throughout, and exiting ANAD are subject to random searches as directed by the Depot Commander.

(l) Land Use Control: Contractors who will be required to "disturb soil" in the performance of this contract shall review and strictly adhere to the Standard Operating Procedure for Land Use Control Implementation. The SOP is available in the Directorate of Risk Management, Building 1, for review by Contractors.

(m) Cellular telephones with built-in cameras are prohibited on this installation. If a cell phone with camera is found, that cell phone is subject to confiscation, and any violation may be punishable by fine or imprisonment or both.

(n) Air Emissions: The contractor is responsible for early coordination with the Directorate of Risk Management on any action that might result in air emissions (dust, volatile substances, etc). ANAD's Title V Air Permit requires the installation to obtain construction permits for new or modified air sources. The Alabama Department of Environmental Management (ADEM) must issue a construction permit before ANAD purchases and installs any equipment which will produce air emissions. Installation and/or start-up of this equipment without the proper permit and coordination with ADEM is a violation of State and federal environmental law. The violation could

result in a possible civil penalty or fine up to \$250,000 from the Federal Environmental Protection Agency. Contractors considering a new process or device, or a modification to an existing unit, must first coordinate with the Environmental Compliance Division, Directorate of Risk Management.

(o) Exercise Events: Contractors working on the installation are expected to participate in LEAN thinking, Value Stream Analysis, Rapid Improvement Events, and Six Sigma activities that may last from one to seven weeks in duration. These efforts, as defined below, are an integral part of the process improvements of ANAD on our journey toward building a LEAN manufacturing facility. The COR will provide detailed instructions when your involvement is required.

LEAN thinking is a coordinated response to today's highly competitive environment. LEAN production is aimed at the elimination of waste in every area of production including customer relations, product design, supplier networks and factory management. Its goal is to incorporate less human effort, less inventory, less time to develop products, and less space to become highly responsive to customer demand while producing top quality products in the most efficient and economical manner possible.

A Value Stream Analysis (VSA) is an event that documents the current process, the planned future process and an action plan to get to the planned future process. The VSA normally last three to four days and includes representatives from all aspects of the process.

A Rapid Improvement Event is a seven-week process that focuses on events where teams of people from a broad range of parts of the business gather to streamline a process. The first three weeks are used to select an area and topic, create the team, and plan for the event. The fourth week is the actual event where waste is identified, removed, and changes to processes made. The last three weeks are to ensure changes are continuing to be used and process is working correctly.

Six Sigma is the leading quality improvement program for a rigorous and disciplined methodology that uses data and statistical analysis to measure and improve a company's operational performance by identifying and eliminating "defects" in manufacturing and service-related processes. Six Sigma differs from traditional quality improvement programs in its focus on input variables. While traditional process improvement methods depend upon measuring outputs and establishing control plans to shield customers from organizational defects, a Six Sigma program demands that problems be addressed at the input root cause level, thereby eliminating the need for unnecessary inspection and rework processes.

(p) ANAD Network: For access to the ANAD network, send a letter stating that a National Agency Check (NAC) has been initiated and furnish a copy of the SF 85P, Questionnaire for Public Trust Positions, for review prior to issuance of an interim password. The results of the NAC investigation shall be furnished to the Security Management Office, Security Office Identifier number A077, for the final adjudication.

(End of clause) July 2005

52.211-4403 SPECIAL NOTICE TO CONTRACTOR

Final Payment on the contract will be held until contractor has properly cleared with the Security Control Office, the return of all security identification badges and vehicles registration.

(End of clause) December 2003

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2006)

**ADDENDUM TO FAR 52.212-1
INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS**

52.212-1 (b) (1) THROUGH (10) IS CHANGED TO READ AS FOLLOWS:

1. Complete and return (electronically) one entire copy of solicitation package.
2. Submit Firm Fixed Prices in Schedule of Supplies/Services.
3. Complete all Representations and Certifications in clauses 52.212-3 and 252.212-7000, entitled "Offeror Representations and Certifications—Commercial Items" or ensure the Representations and Certifications are completed in on-line Representations and Certifications Applications. <http://orca.bpn.gov>.
4. Provide evidence of signer's authority to bind the company as stated in paragraph entitled "Signature Authority."
5. Telegraphic and telephonic offers are not authorized. See clause entitled "Electronic Submission of Offers" for submission instructions.
6. Acknowledge all, if any, amendments issued against this solicitation. Acknowledgement of amendments issued prior to quotation closing date must be received in the Directorate of Contracting prior to quotation closing date and time. Acknowledgement of amendments will not be acceptable by telephone or telegraph. Offeror shall use procedures at clause entitled Electronics Submission of Offers for submission of any acknowledgement of an amendment.
7. Furnish copy of Warranty with quotation.
8. Provide past performance information as described in clause "Past Performance Proposal and Evaluation Information" if that clause is included in this solicitation.

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

ADDENDUM TO 52.212-1c is changed as follows:

Change 30 calendar days to 90 calendar days. The remainder of this paragraph remains the same.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration

(CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

This is a best value solicitation in which competing offerors' past performance, that is performance on completed projects, will be evaluated on a basis approximately equal to price or other considerations.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

X TIN: 20-2878193-----

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

X Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

X Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (X) is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, (X) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, (X) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it (X) is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, (X) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, (X) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

X 50 or fewer X \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (X) is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (X) has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f)

and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, (X) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, (X) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

X Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (X) has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (X) has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (X) has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (X) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, (X) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, (X) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, (X) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

(X) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good

faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (SEP 2005)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

__ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

_XX__ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (4) [Removed].

__ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

__ (ii) Alternate I (OCT 1995) of 52.219-6.

__ (iii) Alternate II (MAR 2004) of 52.219-6.

__ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

__ (ii) Alternate I (OCT 1995) of 52.219-7.

__ (iii) Alternate II (MAR 2004) of 52.219-7.

_XX__ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

__ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (OCT 2001) of 52.219-9

_XX__ (iii) Alternate II (OCT 2001) of 52.219-9.

__ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

__ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

XX (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (APR 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (APR 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

Reserved.

Reserved.

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

XX (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.214-4705 SIGNATURE AUTHORITY

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or

(3) Furnished upon receipt of a specific request for the information from the contracting officer. (Note that, per FAR 52.214-12(b) and 52.215-13(b), agents signing on behalf of another offeror must provide evidence of their authority per (b)(1) or (2) above.)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 Calendar Days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 calendar days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror’s total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns,

women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.222-4908 WAGE DETERMINATION (OCT 1993)

(a) U. S. Department of Labor Wage Determination Number(s) 11300 dated 5/23/06 is/are attached and made a part of this Solicitation. The Wage Determination(s) will be made a part of any resulting contract. However, if this solicitation includes the FAR Clause 52.222-48 entitled EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION, and the contractor provides an affirmative certification therein, the Wage Determination(s) will not be made a part of any resulting contract.

(b) Any class of service employees which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement of the interested parties, who shall be deemed to be the contracting agency, the Contractor, and the employees who will perform on the contract or their representatives. If the interested parties do not agree on a classification or reclassification which is, in fact, conformable, the contracting officer shall submit the question, together with his recommendation, to the Office of Government Contract Wage Standards, Wage and Hour Division, ESA, of the Department of Labor for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator or his authorized representative shall be a violation of this contract. No employees engaged in performing work on this contract shall in any event be paid less than the minimum wage specified shall be in Section b (a)(1) of the Fair Labor Standards Act of 1938, as amended.

52.228-4406 INSURANCE REQUIREMENTS (SEP 1998)

In accordance with Insurance--Work on a Government Installation clause, FAR Reference 52.228-5, incorporated herein, the following amounts of insurance are required:

TYPE	MINIMUM AMOUNTS
Workers' Compensation and Employer's Liability	\$100,000.00
General Liability, Bodily Injury Liability	\$500,000.00 per occurrence
Property Damage Liability	\$500,000.00 per occurrence for property damage
Automobile Liability	\$200,000.00 per person \$500,000.00 per occurrence for bodily injury \$ 20,000.00 per occurrence for property damage

A certificate of insurance, showing that the required amounts of insurance have been obtained, will be furnished. Special attention is directed to the cancellation notice of the insurance certificate. The cancellation notice must state:

"In the event that this policy is cancelled or any material change in the policy is made that would adversely affect the interest of the Government, such change or cancellation shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event sooner than thirty (30) days after written notice thereof to the Contracting Officer."

52.232-4305 PAYMENT AND SUBMISSION OF INVOICE

In consideration of satisfactory performance of the services rendered under this contract, payment will be made to the contractor at the end of each month or as soon thereafter as practical upon submission of Contractor's invoice. Submit the invoice to Anniston Army Depot using email to the contract specialist or fax your invoice to our fax modem at telephone number 256 240-3077 extension 2222. Contact the contract specialist for their email address. To send by fax, dial the fax number and then press the "pause" or "pause/redial" button and then our "2222" extension.

(End of clause) Updated May 2005

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Directorate of Contracting
ATTN: AMSTA-AN-CTBC (Bldg 221)
Anniston Army Depot
7 Frankford Ave

Anniston, AL 36201-4199

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-4416 DEPARTMENT OF DEFENSE PREPAREDNESS TRAINING

This installation is subject to unannounced inspections and exercises that require practice evacuations of certain and/or all areas. Evacuation practices will be temporary in nature. Contractors will be required to participate in these practice evacuation exercises, as necessary, and the contract performance time will be extended to off-set the time lost because of the exercise. This clause should be taken into consideration during the preparation of bids/proposals since, other than appropriate time extensions, participation in such exercises will be at no additional cost to the Government.

52.237-4710 SITE INSPECTION ARRANGEMENTS

Offerors or quoters are urged and expected to inspect the site where the work will be performed.

An organized site visit is planned. Details are listed below. Individual requests for site visits on dates other than that specified below will not be granted.

Organized Site Visit Scheduled For: Date 7/10/06 Time 9:00-12:00 AM and 1:00- 4:00 PM. An alternate date may be scheduled.

Offeror/quoters planning to attend the Site Visit must submit on company letterhead the following information for each person attending the site visit:

Company Name:
Name of Visitor:
Date of Birth:
Social Security Number:
Citizenship:
Date of Visit:
Person to be Visited:
Purpose of Visit:

Each visitor must present photo identification as described in Local Clause 52.0211-4401(a)(2) entitled "Local Rules and Regulations."

Send the above information to the attention of Jeff Hardin either by fax to 256 235-6353 or by email to jeffrey.hardin@anad.army.mil.

Point of contact for the Site Visit is Jeff Hardin at 256-235-6179 or Rita Dinger at 256- 235-6027.

Participants will meet at Building 221, Directorate of Contracting, Anniston Army Depot, Anniston, AL. Contact Jeff Hardin by 7/10/06 not later than 3 PM if you plan to attend this site visit.

(End of provision) Revised June 2003

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(b) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days of occurrence. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://farsite.hill.af.mil>

<http://www.procnet.anad.army.mil>

(Local Links, Reference Library, 13=DFARS, 22=FAR)

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://farsite.hill.af.mil>

<http://www.procnet.anad.army.mil>

(Local Links, Reference Library, 13=DFARS, 22=FAR)

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☒ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

☒ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

☐ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

☐ 252.225-7021 Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (-----
- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

XX 252.232-7003 Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

XX 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

XX 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____ Alternate I) (MAR 2000)
(_____ Alternate II) (MAR 2000) (_____ Alternate III (May 2002).

XX 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

SECTION C
Anniston Army Depot
Description/Specifications/Work Statement
Removal and Disposal of Solid and Household Waste

1.0 Scope:

Contractor shall provide all labor, equipment, containers and do all things necessary to collect non-hazardous solid waste from Anniston Army Depot (ANAD) and dispose of this waste in an approved Resource Conservation and Recovery Act (RCRA) Subtitle D Disposal Facility. Contractor will also provide all labor and material for emergency hazardous roll-off box relocation service at ANAD upon notification.

1.1 Subtitle D Solid Waste types include:

1. *Household Waste*
2. *Asbestos*
3. *Industrial Waste*
4. *Petroleum Contaminated Waste (PCW)*

1.1.1 Household: includes garbage (including putrescible animal and vegetable waste), small dead animals (deer, dogs, etc.), shelf life expired pharmaceuticals and trash derived from cafeterias and households as defined in ADEM Administrative Code R. 335-13-1-.03.

1.1.2 Industrial: includes but is not limited to: demilled military equipment, hardware, construction debris, demolition debris, rubbish, trash, sewage sludge, scrap wood from munitions pallets and packaging, Pentachlorophenol (PCP) treated wood, petroleum contaminated products, Industrial Wastewater Treatment Plant (IWTP)/ Sewage Treatment Plant (STP) combo filter cake, special and industrial solid waste as defined in Alabama Department Environmental Management (ADEM) Administrative Code R. 335-13-1-.03.

1.1.3 Asbestos Waste: includes items which contain friable and non-friable asbestos and asbestos containing material.

1.1.4 Petroleum Contaminated Waste (PCW): includes but not limited to soil, debris, absorbent pads/booms, oil dry, etc., that has been exposed to petroleum products in such a manner that the petroleum product can be detected by a total petroleum hydrocarbon (TPH) analysis using Standard Method 503 D & E, EPA Methods 9071 or 418.1 Infra Red, and that analysis exceeds 10 ppm TPH.

1.2 Emergency Hazardous Roll-Off Box Relocation Service: includes, but not limited to movement of hazardous roll-off boxes on depot. All boxes moved will be from one depot location to another location on depot. Services will be provided in two categories, one within the hours of 6 am to 4 pm Monday - Saturday, and the other outside of hours 6 am to 4 pm Monday - Saturday. Response time is within 2 hours of notification.

Attachment 1

Anniston Army Depot
Description/Specifications/Work Statement
Removal and Disposal of Solid and Household Waste (Cont.)

2.0 Volume: The following is an estimate by type of solid waste per year that will require disposal. Currently, ANAD utilizes approximately 294 collection containers of various sizes to collect waste.

<u>Type</u>	<u>Yearly quantity (pounds)</u>
Household Waste (Front End Loaded)	3,500,000
<u>Industrial Waste (Roll-Off Boxes)</u>	
General Depot Wood	1,800,000
Petroleum Contaminated Waste	1,500,000
Dried Sewage Sludge	1,400,000
Construction Debris	2,700,000
Asbestos	250,000
PCP Wood	5,200,000
IWTP/STP Combo Waste	3,100,000
Industrial Waste	8,550,000
<i>Industrial Waste Subtotal</i>	24,500,000
Grand Total	<u>28,000,000</u>

The above estimate is based on recent data / projected workload and may not accurately reflect future workload.

2.1 Segregation of waste and container types -wastes will be segregated according to the three (3) types as follows: Containers will be identified and marked for the following.

<u>Type</u>	<u>Includes</u>	<u>Required Container Type</u>
Household	Household waste and some small industrial waste items	Front end loader
Industrial	General depot wood, petroleum contaminated waste, dried sewage sludge, construction debris, PCP wood, IWTP/STP combo waste, and general industrial waste	Roll-off boxes
Asbestos	Misc. items contaminated with asbestos	Roll-off boxes

2.2 The contractor shall provide the sizes and numbers of containers listed below. Placement shall be coordinated with the contracting officer representative (COR).

Anniston Army Depot
Description/Specifications/Work Statement
Removal and Disposal of Solid and Household Waste (Cont.)

<u>Box Size (cubic yards)</u>	<u>Number Required</u>
2	20
4	90
6	30
8	80
15	5
20	12
30	33
40	23
40 (for asbestos)	1
Total	294

The above estimate is based on recent data / projected workload and may not accurately reflect future workload.

2.3 The contractor at the government's request, shall furnish at any given time a maximum of five (5) additional containers of any size at no additional cost for a period not exceeding 30 days.

3.0 Explanation of Terms:

Relocation Fee: This is the fee to relocate a collection container from one site to another at distances up to approximately 10 miles. This fee applies after 10 relocations per week are executed as part of this contract.

Disposal: This is the per pound disposal cost the contractor charges the government. This will include the *tipping fee* at the disposal site(s) and all other costs to the contractor for disposal. This also includes the cost of collection containers.

Transportation: This is a per trip (round trip) fee the contractor charges the government to transport waste from ANAD to the disposal facility. Only one partial load trip fee will be paid per week, unless a request for additional pick up is made by ANAD. This is the same for roll-off boxes and front end loaders.

Site Manager: The site manager is responsible for the day to day operations of the contractor. This individual is the point of contact for the government COR and to ensure the requirements of this contract are met. Specific requirements for the site manager are identified in Section 8.

4.0 Weight Determination: Contract payment will be based on the landfill weights plus a trip fee. Random loads will be inspected and weighed by the COR prior to leaving ANAD. Spot checks between ANAD and landfill scales will be performed by the government. To encourage the contractor to make efficient use of each trip to ANAD and to preclude the payment of

Anniston Army Depot
Description/Specifications/Work Statement
Removal and Disposal of Solid and Household Waste (Cont.)

unnecessary trip fees, only one partial load trip fee will be paid per week (unless requested or authorized by the COR).

5.0 Contract Payment: The contractor shall submit an itemized monthly payment request in the format shown below:

<u>Waste Disposal</u>	<u>Extended</u>
lbs. of Household Waste picked up X Price per Pound	= <u>Sub-total Cost</u>
lbs. of Asbestos Waste picked up X Price per Pound	= <u>Sub-total Cost</u>
lbs. of Industrial Waste picked up X Price per Pound	= <u>Sub-total Cost</u>
	= <u>Total Waste Cost</u>
<u>Transportation</u>	
Actual # of Trips to landfill X Trip Fee	= <u>Total Transportation Cost</u>
<u>Non-Hazardous Relocation Fee</u>	
Actual # of relocations of non-hazardous containers (above 10 per month) X Relocation Fee	= <u>Total Non-Haz Relocation</u>
<u>Emergency Hazardous Roll-Off Relocation</u>	
Actual # of Emergency Hazardous Roll-Off Relocations X Relocation Fee	= <u>Total Roll-Off Relocation</u>
	<u>Total Monthly Bill</u>

6.0 ANAD will not place waste in contractor's containers which cannot be disposed of in a Subtitle D landfill. This includes containers (over 10 gallon capacity), hazardous waste, medical waste, infectious or bio-hazardous waste.

7.0 Reserved.

8.0 Contractor Responsibilities:

8.1 The Contractor shall:

8.1.1 Provide all labor, equipment, containers, and transportation to collect and transport the solid waste to the final disposal site. Depot personnel will not be involved in the loading or shipping of the wastes from the contractors collection containers or to the final disposal site. The Government will not provide any labor, equipment, or transportation other than what is specifically stated.

8.1.2 Secure any and all required local and state permits or authorization to dispose of ANAD waste in the permitted disposal facility.

8.1.3 Provide collection containers at sites designated by the COR. Containers will be labeled clearly as to size of container.

8.1.4 Expect delays of at least 20 minutes during pickups inside the Chemical Limited Area (CLA) and the Ammunition Limited Area (ALA).

Anniston Army Depot
Description/Specifications/Work Statement
Removal and Disposal of Solid and Household Waste (Cont.)

8.1.5 Pick up any container which contains household-type waste a minimum of once weekly.

8.1.6 In the event of an unexpected increase in waste generation, Contractor shall provide additional waste collection containers and/or waste removal within 2 hours of notice during normal operating hours from ANAD.

8.1.7 Provide a waste collection container for asbestos within 24 hours of notice from ANAD. The estimated quantity and size box required will be provided to the contractor at the time the notice is provided. Historically the frequency of asbestos disposal has been as little as zero (0) to twelve (12) times per year.

8.1.8 Pick up the industrial waste a minimum of once every two weeks or a different frequency specified by the COR.

8.1.9 Provide each vehicle used to pick up waste on the depot with a cellular phone (local number). The phones shall be in working order and capable of receiving calls from the COR anytime the contractor is performing services under this contract. If the truck is operating in a high noise area and cannot hear the phone ring, then an alternate method of communication such as a vibrating pager must be provided. Also provide three additional cellular phones/2-way radios for ANAD to be used by the COR, vice COR, and the Environmental Office.

8.1.10 Provide completed manifests required to execute this Scope of Work. A completed manifest is one which all required information in annotated and requires only a signature from ANAD to complete the disposal action.

8.1.11 Report and clean up all spills which occur during the collection or transportation of ANAD waste without expense to the government.

8.1.12 The contractor shall, during the execution of this contract:

Remain on-site.

Establish pick-up routes.

Be the point of contact for the government COR.

Maintain a call log of communications relating to the terms of this contract.

Be accessible to COR via cellular phone.

Follow government established lock and key control.

Attend government pre-construction meetings.

Coordinate waste container placement and removals.

Make a reasonable effort to locate responsible parties when circumstances interfere with the performance of contractual duties such as blocked dumpsters.

Anniston Army Depot
Description/Specifications/Work Statement
Removal and Disposal of Solid and Household Waste (Cont.)

Perform inspections of equipment to ensure compliance with the terms of this contract.

Make daily visits to government construction and demolition sites which utilize the contractor's disposal services.

Ensure and coordinate contractor employees meet ANAD badging and personal protective masks requirements.

Provide 3 cellular phones/2-way radios for use by ANAD employees.

8.1.13 Reserved.

8.1.14 Provide adequate standby vehicles and equipment (including collection containers) to execute this scope of work in the event of primary equipment breakdown.

8.1.15 Ensure that all vehicles and equipment used for the collection and transportation of solid waste to the disposal facility shall meet all depot, local and state permitting and inspection requirements, and have current registrations.

8.1.16 Dispose of solid waste within 12 hours after removal from ANAD. Under no conditions is ANAD waste to be stored overnight in a collection vehicle parked in a residential area.

8.1.17 Collect waste at points missed by the driver at no additional cost to the government (other than the per pound disposal cost).

8.1.18 Sign a pick-up release for controlled drugs contained in the pharmaceuticals. The estimated quantity of pharmaceuticals is 4 cubic yards per year.

8.1.19 Provide relocation of up to 10 non-hazardous solid waste containers per month at no additional expense within 24 hours of notice. Additional relocations shall be invoiced in accordance with the schedule.

8.1.20 Remove all containers from ANAD within 10 days after contract completion. Contractor shall coordinate container removal schedule with the Contracting Officer. Contractor will be paid for disposal of any waste in the containers at the time of removal in accordance with the contract schedule.

8.1.21 Contractor shall not mix ANAD waste with waste not covered under terms of this contract.

8.1.22 Contractor shall maintain collection equipment to the standards during the entire contract period.

8.1.23 Contractor shall list buildings and waste codes (from a list provided by the COR) on the landfill load ticket.

Anniston Army Depot
Description/Specifications/Work Statement
Removal and Disposal of Solid and Household Waste (Cont.)

8.1.24 Contractor shall be allowed 14 days prior to start of contract to place equipment on government property in order that full service can begin on contract start date.

8.1.25 Contractor shall perform all emergency hazardous roll-off box relocations at ANAD. All boxes moved will be from one depot location to another depot location. Services will be provided in two categories, one within the hours of 6 am to 4 pm Monday - Saturday, and the other outside of hours 6 am to 4 pm Monday - Saturday. Response time is within 2 hours of notification.

8.2 The Government will provide office space for the on-site manager in Building S-49.

9.0 The Contractor's waste collection containers shall include the use of fly-tight lids and conform to Alabama Department of Public Health Standards Chapter 420-3-5. Doors and handles shall be in proper working order. Containers shall be water tight. Each container will be labeled as to size.

9.1 Condition of equipment and containers: The contractor shall maintain all truck bodies, dumpsters, and other collection equipment in a clean, sanitary condition for the entire period of the contract. All containers, whether they are new or used, shall be freshly painted before they are placed in service unless a container specific waiver is granted by the COR. The containers color shall be approved by the COR. All containers will be clearly labeled as to size.

9.2 The Contractor shall provide two (2) water-tight roll-off boxes for exclusive use of IWTP/STP combo filter cake disposal. Each waste container designated for the collection and removal of IWTP/STP combo filter cake shall be a roll-off box (or similar type container), with dimensions approximately 280 inches long X 90 inches wide X 58 inches high. Waste containers that are higher than 58 inches and longer than 280 inches cannot be utilized at the depot's existing facilities. Each container provided (returned from disposal) shall be provided a tarp cover with a minimum of six (6) straps securing the cover. The contractor shall furnish liners for roll-off boxes collecting this waste. The container shall be in good condition and suitable for the collection and transportation of this waste. The container shall not allow the migration of waste from the container or rainwater into same during storage or transportation. The COR will designate the location for these boxes.

10.0 The Contractor shall not unload ANAD waste from any collection vehicle unless the collection vehicle is a satellite vehicle unloading into a larger vehicle or the unloading facility, transfer station or disposal area, except the unloading may be done to facilitate repairs, to extinguish a fire, or for other emergencies. When a vehicle is unloaded due to an emergency situation, the solid waste shall be reloaded and removed promptly after the emergency no longer exists at no cost to the government. In the event of such an incident notify ANAD's Risk Management at 235-6350 (after normal work hours, holidays, etc., the contractor will contact the ANAD Fire Department at 235-6171).

Anniston Army Depot
Description/Specifications/Work Statement
Removal and Disposal of Solid and Household Waste (Cont.)

11.0 The pick up of waste must be performed during normal ANAD hours or according to a work schedule submitted by the contractor and approved by the Contracting Officer.

12.0 Regulatory Compliance: The Contractor shall be responsible for submitting an environmentally sound disposal plan as a part of its proposal. The disposal plan shall comply with all applicable federal and state regulations, as listed in this specification. Any change to the disposal plan after approval by the Contracting Officer will require reapproval.

a. The disposal plan shall be submitted which include as a minimum the following:

Information related to contractors:

1. A list of contractors, as well as any subcontractors, along with their role in the performance of this Contract.
2. Primary and alternative landfills.
3. Which wastes will be sent to each landfill, if more than one is identified.
4. The haul route(s) to each disposal site (primary and alternate).
5. Evidence that the contractor and subcontractors are licensed/permitted to perform their specified services.

Information required for each landfill and alternate identified above:

1. Copy of Landfill Permit.
2. Documentation from each facility stating agreement to accept ANAD waste.
3. Copy of landfills regulatory authority permission to receive ANAD waste.
4. Indicate number of tons landfill is approved for waste disposal (average daily volume).
5. Indicate number of tons received each month, number of cells or trenches (full and remaining).
6. Projected life expectancy of the landfills.
7. Include a map showing the location of the landfill. Reference the grid coordinates, road intersections, or other identifying information.
8. Types of Wastes Accepted/Excluded. List the waste types that are accepted and excluded from the landfill. For example, hazardous wastes and bulk liquid wastes (greater than household quantities) must be excluded from the landfill except where permit specifications allow them.

b. The disposal plan will be reviewed by government personnel and may be submitted to the State of Alabama Department of Environmental Management for approval. Should the plan call for any movement of waste outside of the State of Alabama, then the appropriate state agencies of affected states may be notified as well.

c. To preclude the possibility of a submitted disposal plan being rejected by the State of Alabama, a dialogue between the Contractor and the State is encouraged. This dialogue would include general concepts to insure that a finalized disposal plan would meet agency approval.

Anniston Army Depot
Description/Specifications/Work Statement
Removal and Disposal of Solid and Household Waste (Cont.)

13.0 Analysis: Any analysis of the waste required for disposal or any other reason shall be the responsibility of the Contractor. The depot reserves the right to request copies of any analysis.

14.0 Applicable Publications and Regulations: The following documents with the latest amendments in effect on the date of this solicitation form a part of this specification.

a. Alabama Water Pollution Control Act, Sections 22-22-1 et seq., Code of Alabama (1975) as amended.

b. Alabama Environmental Management Act, Sections 22-22a-1 et seq., Code of Alabama (1975) as amended.

c. Alabama Air Pollution Control Act, Sections 22-28-1 et seq., code of Alabama (1975) as amended.

d. Hazardous Waste Management and Minimization Act, Sections 22-30-1 et seq., Code of Alabama (1975) as amended.

e. Solid Waste Disposal Act, Sections 22-27-1, et. seq., Code of Alabama (1975) as amended.

f. Alabama Department of Environmental Management Administrative Code:

i. ADEM Admin Code R. 335-1-.01 et seq. /- General Administration

ii. ADEM Admin. Code R. 335-3-.01 et seq.- Air Division Rules

iii. ADEM Admin. Code R. 335-6-.01 et seq.- Water Division Rules

iv. ADEM Admin. Code R. 335-14-.01 et seq.- Hazardous Waste Program.

v. ADEM Admin. Code R. 335-13-01 et seq. - Solid Waste Program.

g. Resource Conservation and Recovery Act as amended (1978, 1980, 1984), 42 USC 6901 et seq.

h. Clean Water Act as amended, 33 USC 1251 et seq.

i. Clean Air Act as amended, 42 USC 7401 et seq.

j. Alabama Department of Public Health Standards Chapter 420-3-5.

Anniston Army Depot
Description/Specifications/Work Statement
Removal and Disposal of Solid and Household Waste (Cont.)

k. Code of Federal Regulations, Title 40, Protection of the Environment, with emphasis upon Parts 240 - 259, 270 - 272, 300, 302.

15.0 Safety Requirements: The contractor shall comply with all safety requirements for contract work at ANAD and work shall be monitored by the ANAD Safety Office.

PERSONAL DATA QUESTIONNAIRE - (See AR 380-67 for use of this form; preponent is SIOAN-LIE)

CONTRACTOR COMPANY NAME (Prime) Arrow Disposal Service Incorporated						WORK PHONE (334) 585-3699	
SUBCONTRACTOR NAME				CONTRACT NUMBER W911KF-06-R-0015		CONTRACT EXPIRES 07/31/2006	
INDIVIDUAL'S NAME (First name, Middle name, Last name) ***** NO INITIALS ***** Urrutia, David, Richard						SSN 416-02-7645	
OTHER NAMES USED (INCLUDE FORMER MARRIED NAMES)						TYPE BADGE/AREA:	
DATE OF BIRTH			PLACE OF BIRTH			CITIZENSHIP	
MONTH October	DAY 16	YEAR 1960	CITY Dothan	COUNTY Houston	STATE AL	U.S.	
<p>***NOTE*** IF YOU WERE BORN OUTSIDE OF THE UNITED STATES, YOU MUST FURNISH PROOF OF U.S. CITIZENSHIP UPON SUBMISSION OF THIS FORM TO THIS INSTALLATION. PROOF OF U.S. CITIZENSHIP MUST BE SUBMITTED <u>IN PERSON</u> BY THE INDIVIDUAL, ALONG WITH THIS FORM, TO THE OPERATIONS OFFICE, SECURITY MANAGEMENT DIVISION, DLES, LOCATED IN ROOM 10, BUILDING 53.</p>							
PHYSICAL DESCRIPTION			COLOR EYES Brown	COLOR HAIR Black	HEIGHT 5'10"	WEIGHT 195	SEX M
							RACE Hispanic
DRIVERS LICENSE NO. 4017890		STATE OF ISSUE Alabama		STATE IDENTIFICATION NO.		STATE OF ISSUE	
ADDRESSES FOR THE PAST FIVE (5) YEARS, INCLUDING PRESENT ADDRESS: (STREET, CITY, COUNTY, STATE)							
1. 3029 Brookhill Drive Birmingham, AL 35242				4.			
2.				5.			
3.				6.			
<p>AUTHORITY: Internal Security Act of 1950 (50 USC 797); Executive Order 9397. PRINCIPAL PURPOSE: To document information necessary for selection, assignment or termination for persons desiring entry to all, or parts, of Anniston Army Depot or other military installations. ROUTINE USES: The information provided will be furnished to the Directorate of Law Enforcement and Security at Anniston Army Depot; to officials within the Department of Defense who have a need for it to perform official business; and to Federal, State, or local agencies that maintain civil, criminal, or law enforcement information. NATURE OF DISCLOSURE: Disclosure of the requested information is voluntary. Failure to provide the information, however, may result in being denied unescorted access to the installation.</p>							
LEGAL SIGNATURE OF INDIVIDUAL REQUESTING ACCESS:						DATE	
<p>***** CERTIFICATION *****</p> <p>I certify that the individual named above is, in fact, an employee of the company as listed above. I understand that a knowing and willful false statement can be punished by fine or imprisonment, or both. (U.S. Code, Title 18 USC 1001)</p>							
SIGNATURE OF AUTHORIZED PERSONNEL/REPRESENTATIVE						DATE	
DISAPPROVED		SIGNATURE OF DISAPPROVING OFFICIAL				DATE	
APPROVED <input type="checkbox"/> PHOTOGRAPHIC BADGE <input type="checkbox"/> NON-PHOTOGRAPHIC BADGE - NO ESCORT REQUIRED <input type="checkbox"/> NON-PHOTOGRAPHIC BADGE - ESCORT REQUIRED				NO DRIVING PRIVILEGES Have individual report to the DLES-SM-O PRIOR to issuance of a badge.			
SIGNATURE OF APPROVING OFFICIAL:						DATE	

EVIDENCE OF AUTHORITY TO SIGN OFFERS

Reference the solicitation provision in Section I entitled "Signature Authority." Evidence of the authority of individuals signing offers to submit firm offers on behalf of the Offeror is required except for the owner in the case of sole proprietorships. When Contractor is a corporation, complete this certificate:

CERTIFICATE OF CORPORATE OFFICIAL/AGENT'S AUTHORITY TO BIND CORPORATION

I, Hugh Herndon, Secretary of Airon Disposal Service Inc., a corporation created and organized under the law of the State of Alabama, do hereby certify that Richard Verrill is an official/agent of said corporation and is empowered to represent, bind and execute contracts on behalf of said corporation, subject to the following limits alone: _____

(if none, so state)

Witness my hand and the corporate seal of said corporation this 31 day of July, 2006.

(CORPORATE SEAL)

Secretary

When Contractor is a Partnership, Unincorporated Firm or a Corporation for which completion of the first statement would be impracticable, complete this certificate:

CERTIFICATE OF AUTHORITY TO BIND PARTNERSHIP

We, the undersigned, comprising the total membership of _____, a partnership/unincorporated firm doing business at _____, do hereby certify that _____ is a _____ of said firm and is empowered to represent, bind, and execute contracts on behalf of said partnership/unincorporated firm.

Witness our signatures, this _____ day of _____, 20____.

Members of Partnership/Unincorporated Firm:

**Contractor Request For Waiver
For Non-EPA Comprehensive Guideline Items¹**

Contract No. _____

This form is to be completed by the contractor when items subject to ANAD's Affirmative Procurement (AP) Policy are not purchased. This form is required for all contracts (including services using such items). **NOTE: The Contractor must obtain signature of the Contracting Officer indicating concurrence of the waiver.**

INSTRUCTIONS

1. List the EPA Guideline item(s)¹ not procured, check the appropriate justification(s), provide a written explanation, and sign and date the form.
2. **Obtain Contracting Officer for waiver concurrence.**
3. Submit the original approved form to the Directorate of Contracting and retain copy for Contractor files.
4. The Contracting Officer will provide a copy of the completed signed form to the Directorate of Risk Management Pollution Prevention Program Manager.

EPA Guideline item not purchased below [refer to EPA Guideline Items¹ list]:

Products containing recovered materials and meeting ANAD's AP standards for the above EPA Guideline Items¹ were not obtained because items:

- _____ Do not meet all reasonable performance specifications.
- _____ Are not available within a reasonable period of time.
- _____ Use of minimum content standards would result in inadequate competition.
- _____ Products containing recovered materials would require paying a price premium.

5. Written Justification For Not Purchasing EPA Guideline Items¹ (continue on back if necessary):

Contractor Signature: _____ Date _____

6. **CONCURRENCE** _____ **DATE** _____
Contracting Officer

7. **DATE SUBMITTED TO POLLUTION PREVENTION MANAGER** _____

¹ - Also referred to as recovered material content items

Justification For Not Purchasing EPA Guideline Items¹
(cont'd from front)

¹ – Also referred to as recovered material content items

List of Designated Recovered Materials Content Products

Paper and Paper Products <ul style="list-style-type: none"> • Printing and writing paper • Newsprint • Commercial sanitary tissue products • Paperboard and packaging products • Miscellaneous papers 	Transportation Products <ul style="list-style-type: none"> • Channelizers • Delineators¹ • Flexible delineators • Parking stops • Traffic barricades • Traffic cones
Vehicular Products <ul style="list-style-type: none"> • Engine coolants • Re-refined lubricating oils • Retread tires 	Landscaping Products <ul style="list-style-type: none"> • Garden and soaker hoses • Hydraulic mulch • Lawn and garden edging • Yard trimmings compost • Food waste compost • Landscaping timbers and posts (plastic lumber)
Construction Products <ul style="list-style-type: none"> • Building insulation products • Laminated paperboard • Structural fiberboard • Floor tiles (heavy duty or commercial) • Patio blocks • Carpet • Cement and concrete containing fly ash • Cement and concrete containing ground granulated blast furnace slag • Shower and restroom dividers/partitions • Consolidated and reprocessed latex paint • Carpet cushion • Flowable fill • Railroad grade crossings/surfaces 	Non-Paper Office Products <ul style="list-style-type: none"> • Binders (paper, plastic covered) • Office recycling containers • Office waste receptacles • Plastic desktop accessories • Plastic envelopes • Plastic trash bags • Printer ribbons • Toner cartridges • Binders (solid plastic) • Plastic clipboards • Plastic clip portfolios • Plastic file folders • Plastic presentation folders
Miscellaneous Products <ul style="list-style-type: none"> • Pallets • Sorbents • Awards and plaques • Industrial drums • Mats • Signage • Strapping and stretch wrap 	Park and Recreation Products <ul style="list-style-type: none"> • Plastic fencing (used for erosion control or as a safety barrier at construction sites) • Playground surfaces • Running tracks • Park and recreational furniture • Playground equipment

List reflect EPA's changes effective as of January 2001

Refer to EPA's Comprehensive Procurement Guideline website for recovered materials content levels - www.epa.gov/cpg.

Attachment 5

**CONTRACTOR AFFIRMATIVE PROCUREMENT REPORT FORM FOR
ESTIMATION OF RECOVERED MATERIAL CONTENT LEVELS
FOR EPA DESIGNATED ITEMS
(PER EXECUTIVE ORDER 13101)**

CONTRACTOR: _____

CONTRACT/DO #: _____

BLDG # (if applicable): _____

PROJECT MANAGER: _____

INSTRUCTIONS

1. Use this form to document estimation of recovered material content levels per FAR provision 52.223-9, "Certification and Estimate of Percentage of Recovered Material for EPA Designated Items."
2. Complete the table below for those EPA Designated Items used in performance of work under this contract/delivery order that met or exceeded the minimum materials content levels (see 2nd column in table below). Provide the actual recovered material content (if different from 2nd column) and quantity for these items in the appropriate column, if available.
3. Mark each line with "N/A" for those item/s not used in the performance of this contract/delivery order.
4. Note any exemptions in 5th column for each item for which a Contractor Waiver Form was previously submitted.
5. Submit to the Contracting Officer at the completion of the contract.

RECYCLED OR RECOVERED PRODUCT	TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED	EXEMPTION (1,2,3)
Rock Wool Insulation	75%			
Fiberglass Insulation	20-25%			
Cellulose loose fill/Spray-on Insulation	75%			
Perlite Composition Board Insulation	23%			
Plastic Rigid Foam Insulation	9%			
Plastic Foam In Place Insulation	5%			
Plastic Foam, Glass Fiber Reinforced Insulation	6%			
Phenolic Rigid Foam Insulation	5%			
Structural Fiber Board	80-100%			
Laminated Paper Board	100%			
Cement/Concrete (FLYASH)	See www.epa.gov/cpg			
High Fly Ash Flowable Fills	95%			
Low Fly Ash Content Flowable Fill	6-14%			
Carpet (PET)	25-100%			
Bonded polyurethane Carpet Cushion	15-50%			
Jute Carpet Cushion	40%			
Synthetic fibers Carpet Cushion	100%			
Rubber Carpet Cushion	60-90%			
Rubber Plastic Patio Blocks	90-100%			
Rubber or Plastic Floor Tile	90-100%			
Steel Restroom Divider/Partition	15%			
Plastic Restroom Divider/Partition	20-100%			

RECYCLED OR RECOVERED PRODUCT	TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED	EXEMPTION (1,2,3)
Concrete Railroad Crossing	15-20%			
Rubber Railroad Crossing	85-95%			
Steel Railroad Crossing	25-30% BOF/100%EAF2			
Traffic cones made from PVC, LDPE, crumb Rubber	50-100%			
Traffic Barricades (Type I and II only) made from HDPE, LDPE, PET, steel fiberglass	100%			
Channelizers, Plastic	25-95%			
Channelizers, rubber base	100%			
Delineators, plastic	25-90%			
Delineators, rubber base	100%			
Delineators, steel base	25-50%			
Flexible plastic delineators	25-85%			
Parking Stops, Plastic or Rubber	100%			
Parking Stops, Concrete containing coal fly ash	20-40%			
Parking Stops, Concrete containing Ground-Granulated Blast Furnace Slag	25-70%			
Playground Surfaces, including rubber or plastic	90-100%			
Plastic Fencing for use to control snow, drifting Sand, or as a safety barrier	90-100%			
Running Tracks. Including rubber or plastic	90-100%			
Plastic Park benches and Picnic Tables	100%			
Plastic composite Park benches and Picnic Tables	100%			
Aluminum Park benches and Picnic Tables	25%			
Concrete Park benches and Picnic Tables	15-40%			
Steel Park benches and Picnic Tables	25-30% BOF/100%EAF			
Plastics Playground Equipment	100%			
Plastic Composites Playground Equipment	95-100%			
Steel Playground Equipment	25-30% BOF/100% EAF			
Aluminum Playground Equipment	25%			
Garden hose, rubber or plastic	60-65% post consumer materials			
Soaker hose, rubber or plastic	60-70% post consumer materials			
Lawn/garden edging, plastic or rubber	30-100%			
Paper-based hydraulic mulch	100%			
Wood-based hydraulic mulch	100%			
Compost Purchase or use compost made from yard trimmings, leaves, grass clippings, and food waste	100%			
HDPE lumber timbers and posts	75-100%			

RECYCLED OR RECOVERED PRODUCT		TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED	EXEMPTION (1,2,3)
Mixed plastics/Sawdust lumber timbers and posts		100%			
HDPE/Fiberglass lumber timbers and posts		95%			
Other mixed resins lumber timbers and posts		95-100%			
Latex Paint; white, off-white or pastel colors		20%			
Latex Paint; gray, brown, earth-tones, other dark colors		50-99%			
Consolidated Latex Paint (when color and performance doesn't matter)		100%			
Plastic Non-road Signs		80-100%			
Aluminum Signs		25%			
Plastic Sign Posts and Supports		80-100%			
Steel Sign Posts and Supports		25-30% BOF/100%EAF			
Awards and Plaques	Glass	75-100			
	Wood	100%			
	Paper	40-100			
	Plastic and Plastic/ Wood Composite	50-100			

The following exemptions may apply to the non-procurement of recycled/recovered content materials:

1. The product is not available from a sufficient number of sources to maintain a sufficient level of competition (i.e., available from two or more sources) or is not available at a reasonable price.
2. The product is not available within a reasonable period of time.
3. The product does not meet the performance standards in applicable specifications or fails to meet reasonable performance standards of the agency.

CERTIFICATION

I hereby certify the Statement of Work/Specifications for the requisition/procurement of all materials listed on this form comply with EPA standards for recycled/recovered materials content.

CONTRACTOR

DATE

Safety Practices and Guidelines. The Contractor shall conform to all federal OSHA standards applicable to the work performed and all safety practices and guidelines contained within this Statement of Work. Contractor shall strictly adhere to the contract clause entitled "Accident Prevention", Army Material Command (AMC) Regulation (R) 385-100, Safety and Occupational Health Regulation ANADR 385-1, Engineering Manual (EM) 385-1-1, 29 Code of Federal Regulations (CFR) 1926/1910, other related Department of Transportation (DOT) Regulations (49 CFR), and all local policies.

If a contractor employee is observed performing an activity in a manner inconsistent with any of the above cited regulations or is engaged in any activity that is dangerous to life, limb, or government property, the ANAD Safety Representative shall have the authority to notify the employee and/or the contractor's on-site supervisor of the hazardous activity and require correction of the hazardous activity. This authority does not preclude the Safety Representative from notifying the Contracting Officer's Representative of the hazardous condition or safety violation in appropriate situations.

If necessary, the ANAD Safety Representative shall have the authority on behalf of the Contracting Officer to require the contractor and/or its employee to stop the hazardous activity until corrective action is taken to eliminate a hazardous condition or safety violation. Said action shall not be considered to be the basis of a claim and shall be at no cost to the Government.

Contractor will notify ANAD Safety Office immediately of Reports of Inspections and/or Notices of Violation or other enforcement actions (including warning letters) received from by local, State, and Federal Regulators in which the violation is attributed to the action of the contractor or its subcontractors while working or providing services on ANAD's installation. Contractor will provide ANAD with a copy of the Inspection Report, Notice of Violation or other enforcement action, and all supporting documentation.

94-2001 AL,ANNISTON-GADSEN

WAGE DETERMINATION NO: 94-2001 REV (28) AREA: AL,ANNISTON-GADSEN

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2002

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2001
Revision No.: 28
Date Of Revision: 05/23/2006

State: Alabama

Area: Alabama Counties of Calhoun, Cherokee, Clay, Cleburne, De Kalb, Etowah,
Talladega

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	9.45
01012 - Accounting Clerk II	10.30
01013 - Accounting Clerk III	12.71
01014 - Accounting Clerk IV	15.02
01030 - Court Reporter	11.77
01050 - Dispatcher, Motor Vehicle	14.59
01060 - Document Preparation Clerk	10.42
01070 - Messenger (Courier)	8.51
01090 - Duplicating Machine Operator	10.42
01110 - Film/Tape Librarian	10.66
01115 - General Clerk I	8.77
01116 - General Clerk II	9.85
01117 - General Clerk III	11.45
01118 - General Clerk IV	12.29
01120 - Housing Referral Assistant	13.08
01131 - Key Entry Operator I	9.49
01132 - Key Entry Operator II	11.45
01191 - Order Clerk I	8.81
01192 - Order Clerk II	10.58
01261 - Personnel Assistant (Employment) I	10.01
01262 - Personnel Assistant (Employment) II	11.23
01263 - Personnel Assistant (Employment) III	12.57
01264 - Personnel Assistant (Employment) IV	14.01
01270 - Production Control Clerk	15.55
01290 - Rental Clerk	10.49
01300 - Scheduler, Maintenance	10.49
01311 - Secretary I	10.49
01312 - Secretary II	11.77
01313 - Secretary III	13.08
01314 - Secretary IV	14.54
01315 - Secretary V	16.10

01320 - Service Order Dispatcher	15.58
01341 - Stenographer I	11.96
01342 - Stenographer II	12.21
01400 - Supply Technician	14.54
01420 - Survey Worker (Interviewer)	10.35
01460 - Switchboard Operator-Receptionist	8.64
01510 - Test Examiner	11.77
01520 - Test Proctor	11.77
01531 - Travel Clerk I	9.24
01532 - Travel Clerk II	9.85
01533 - Travel Clerk III	10.43
01611 - Word Processor I	10.09
01612 - Word Processor II	11.33
01613 - Word Processor III	12.67
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.56
03041 - Computer Operator I	11.87
03042 - Computer Operator II	13.68
03043 - Computer Operator III	16.53
03044 - Computer Operator IV	18.36
03045 - Computer Operator V	18.87
03071 - Computer Programmer I (1)	13.86
03072 - Computer Programmer II (1)	17.18
03073 - Computer Programmer III (1)	21.01
03074 - Computer Programmer IV (1)	25.42
03101 - Computer Systems Analyst I (1)	21.34
03102 - Computer Systems Analyst II (1)	25.79
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.56
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	14.63
05010 - Automotive Glass Installer	12.41
05040 - Automotive Worker	12.41
05070 - Electrician, Automotive	13.07
05100 - Mobile Equipment Servicer	11.02
05130 - Motor Equipment Metal Mechanic	13.76
05160 - Motor Equipment Metal Worker	12.41
05190 - Motor Vehicle Mechanic	13.76
05220 - Motor Vehicle Mechanic Helper	10.35
05250 - Motor Vehicle Upholstery Worker	12.41
05280 - Motor Vehicle Wrecker	12.41
05310 - Painter, Automotive	13.07
05340 - Radiator Repair Specialist	12.41
05370 - Tire Repairer	10.65
05400 - Transmission Repair Specialist	13.76
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.73
07010 - Baker	12.90
07041 - Cook I	11.46
07042 - Cook II	12.90
07070 - Dishwasher	8.73
07130 - Meat Cutter	12.90
07250 - Waiter/Waitress	9.32
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.00
09040 - Furniture Handler	9.94
09070 - Furniture Refinisher	13.81
09100 - Furniture Refinisher Helper	11.22
09110 - Furniture Repairer, Minor	12.52
09130 - Upholsterer	13.81

11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.73
11060 - Elevator Operator	8.73
11090 - Gardener	11.46
11121 - House Keeping Aid I	8.36
11122 - House Keeping Aid II	8.96
11150 - Janitor	8.73
11210 - Laborer, Grounds Maintenance	9.32
11240 - Maid or Houseman	8.37
11270 - Pest Controller	12.15
11300 - Refuse Collector	10.49
11330 - Tractor Operator	10.75
11360 - Window Cleaner	9.32
12000 - Health Occupations	
12020 - Dental Assistant	11.02
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.51
12071 - Licensed Practical Nurse I	10.69
12072 - Licensed Practical Nurse II	12.33
12073 - Licensed Practical Nurse III	13.75
12100 - Medical Assistant	9.94
12130 - Medical Laboratory Technician	12.74
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.23
12222 - Nursing Assistant II	9.25
12223 - Nursing Assistant III	10.10
12224 - Nursing Assistant IV	11.32
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.32
12311 - Registered Nurse I	18.31
12312 - Registered Nurse II	22.43
12313 - Registered Nurse II, Specialist	22.43
12314 - Registered Nurse III	27.10
12315 - Registered Nurse III, Anesthetist	27.10
12316 - Registered Nurse IV	32.49
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.35
13011 - Exhibits Specialist I	14.96
13012 - Exhibits Specialist II	18.54
13013 - Exhibits Specialist III	22.67
13041 - Illustrator I	14.81
13042 - Illustrator II	18.35
13043 - Illustrator III	22.45
13047 - Librarian	20.32
13050 - Library Technician	11.93
13071 - Photographer I	7.10
13072 - Photographer II	12.65
13073 - Photographer III	18.16
13074 - Photographer IV	20.88
13075 - Photographer V	25.26
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.41
15030 - Counter Attendant	7.41
15040 - Dry Cleaner	8.89
15070 - Finisher, Flatwork, Machine	7.41
15090 - Presser, Hand	7.41
15100 - Presser, Machine, Drycleaning	7.41
15130 - Presser, Machine, Shirts	7.41
15160 - Presser, Machine, Wearing Apparel, Laundry	7.41
15190 - Sewing Machine Operator	9.37

15220 - Tailor	9.85
15250 - Washer, Machine	7.89
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	14.92
19040 - Tool and Die Maker	17.57
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.26
21020 - Material Coordinator	15.55
21030 - Material Expediter	15.55
21040 - Material Handling Laborer	9.92
21050 - Order Filler	10.30
21071 - Forklift Operator	11.95
21080 - Production Line Worker (Food Processing)	11.95
21100 - Shipping/Receiving Clerk	11.86
21130 - Shipping Packer	11.86
21140 - Store Worker I	10.69
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.15
21210 - Tools and Parts Attendant	11.95
21400 - Warehouse Specialist	11.95
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	15.90
23040 - Aircraft Mechanic Helper	12.34
23050 - Aircraft Quality Control Inspector	18.63
23060 - Aircraft Servicer	13.77
23070 - Aircraft Worker	14.48
23100 - Appliance Mechanic	14.43
23120 - Bicycle Repairer	10.60
23125 - Cable Splicer	15.90
23130 - Carpenter, Maintenance	14.30
23140 - Carpet Layer	13.80
23160 - Electrician, Maintenance	15.26
23181 - Electronics Technician, Maintenance I	16.53
23182 - Electronics Technician, Maintenance II	19.25
23183 - Electronics Technician, Maintenance III	20.27
23260 - Fabric Worker	13.12
23290 - Fire Alarm System Mechanic	15.90
23310 - Fire Extinguisher Repairer	12.44
23340 - Fuel Distribution System Mechanic	18.84
23370 - General Maintenance Worker	14.21
23400 - Heating, Refrigeration and Air Conditioning Mechanic	14.19
23430 - Heavy Equipment Mechanic	16.56
23440 - Heavy Equipment Operator	13.32
23460 - Instrument Mechanic	16.56
23470 - Laborer	9.92
23500 - Locksmith	14.48
23530 - Machinery Maintenance Mechanic	16.34
23550 - Machinist, Maintenance	14.38
23580 - Maintenance Trades Helper	10.29
23640 - Millwright	16.00
23700 - Office Appliance Repairer	14.48
23740 - Painter, Aircraft	16.30
23760 - Painter, Maintenance	14.30
23790 - Pipefitter, Maintenance	16.34
23800 - Plumber, Maintenance	15.54
23820 - Pneudraulic Systems Mechanic	15.90
23850 - Rigger	15.90
23870 - Scale Mechanic	13.80
23890 - Sheet-Metal Worker, Maintenance	14.15
23910 - Small Engine Mechanic	12.34
23930 - Telecommunication Mechanic I	17.39

23931 - Telecommunication Mechanic II	18.27
23950 - Telephone Lineman	17.39
23960 - Welder, Combination, Maintenance	14.09
23965 - Well Driller	15.90
23970 - Woodcraft Worker	15.90
23980 - Woodworker	11.87
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.87
24580 - Child Care Center Clerk	11.05
24600 - Chore Aid	8.37
24630 - Homemaker	12.29
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.00
25040 - Sewage Plant Operator	16.82
25070 - Stationary Engineer	17.00
25190 - Ventilation Equipment Tender	13.25
25210 - Water Treatment Plant Operator	16.82
27000 - Protective Service Occupations	
(not set) - Police Officer	14.75
27004 - Alarm Monitor	11.51
27006 - Corrections Officer	14.18
27010 - Court Security Officer	14.18
27040 - Detention Officer	14.18
27070 - Firefighter	15.57
27101 - Guard I	10.37
27102 - Guard II	11.31
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.93
28020 - Hatch Tender	15.93
28030 - Line Handler	15.93
28040 - Stevedore I	14.25
28050 - Stevedore II	16.87
29000 - Technical Occupations	
21150 - Graphic Artist	21.00
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	12.55
29024 - Archeological Technician II	13.69
29025 - Archeological Technician III	16.98
29030 - Cartographic Technician	18.72
29035 - Computer Based Training (CBT) Specialist/ Instructor	21.34
29040 - Civil Engineering Technician	16.51
29061 - Drafter I	11.91
29062 - Drafter II	13.38
29063 - Drafter III	15.20
29064 - Drafter IV	18.72
29081 - Engineering Technician I	12.50
29082 - Engineering Technician II	14.03
29083 - Engineering Technician III	15.70
29084 - Engineering Technician IV	19.45
29085 - Engineering Technician V	23.79
29086 - Engineering Technician VI	28.78
29090 - Environmental Technician	18.39
29100 - Flight Simulator/Instructor (Pilot)	25.79
29160 - Instructor	18.90
29210 - Laboratory Technician	16.68
29240 - Mathematical Technician	18.72
29361 - Paralegal/Legal Assistant I	13.19
29362 - Paralegal/Legal Assistant II	16.32

29363 - Paralegal/Legal Assistant III	19.98
29364 - Paralegal/Legal Assistant IV	21.96
29390 - Photooptics Technician	18.72
29480 - Technical Writer	22.25
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	16.36
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.72
29622 - Weather Observer, Upper Air (3)	14.72
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.27
31260 - Parking and Lot Attendant	10.56
31290 - Shuttle Bus Driver	13.55
31300 - Taxi Driver	12.82
31361 - Truckdriver, Light Truck	13.55
31362 - Truckdriver, Medium Truck	14.36
31363 - Truckdriver, Heavy Truck	15.88
31364 - Truckdriver, Tractor-Trailer	15.88
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.05
99030 - Cashier	7.25
99041 - Carnival Equipment Operator	10.75
99042 - Carnival Equipment Repairer	11.46
99043 - Carnival Worker	8.73
99050 - Desk Clerk	8.87
99095 - Embalmer	19.72
99300 - Lifeguard	10.52
99310 - Mortician	19.72
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.52
99500 - Recreation Specialist	12.29
99510 - Recycling Worker	12.92
99610 - Sales Clerk	9.83
99620 - School Crossing Guard (Crosswalk Attendant)	11.48
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	13.98
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.55
99660 - Surveying Aide	9.15
99690 - Swimming Pool Operator	16.30
99720 - Vending Machine Attendant	13.59
99730 - Vending Machine Repairer	16.30
99740 - Vending Machine Repairer Helper	13.59

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of nine paid holidays per year: New Year's Day,

Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed

occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

INCENTIVE PLAN
Removal and Disposal of Solid and Household Waste

1. Minimum Performance Standard: The following minimum performance standards will be used to determine application of incentives under this contract:

- a. Contractor will collect and transport solid waste to the final disposal site.
- b. Contractor will dispose of solid waste within 12 hours after removal from ANAD.
- c. ANAD waste will not be stored overnight in a collection vehicle parked in a residential area.

2. Positive Incentives. Positive incentives will apply when Contractor performance meets or exceeds the minimum performance standard. Positive incentives applicable to this contract are listed below.

- a. On-time pick-up, and on-time delivery of conforming services and/or supplies will be a positive consideration in the decision process for exercise of option years if a need for the services and/or supplies under this contract is determined to exist for the option periods. See FAR Clause 52.217-9.

- b. Positive documentation of performance in contract file and any past performance evaluations requested from other Government installations.

3. Negative Incentives. Negative incentives will apply when Contractor performance fails to meet the minimum performance standards listed at paragraph 1 above. Negative Incentives applicable to this contract are listed below.

- a. Pick-up points missed by driver will be picked up within two hours of notification by Government at no additional cost. Contractor will be deducted one trip fee for failure to pickup within two hours after notification five times in a month.

- b. The Anniston Army Depot (ANAD) Contracting Officer's Representative (COR) will conduct random reviews to determine that all solid waste is disposed of within 12 hours after removal from ANAD. Failure to dispose of any waste within the 12 hours will result in a decrement of 0.5% of the total invoice for that month.

- c. The ANAD COR will conduct random reviews to determine that no collection vehicle with ANAD waste stored inside is parked in a residential area. If notified or it is determined a collection vehicle is parked in a residential area with ANAD waste stored in it, the contractor will be deducted \$1000 from monthly bill.

- d. Negative documentation of performance in contract file and any past performance evaluations requested from other Government installations.

AFARS -- Appendix DD

Subcontracting Plan Evaluation Guide

June 1, 1996

Part 1 -- Introduction

DD-100 Purpose.

The guide provides a methodology for uniform and consistent evaluation of subcontracting plans within the Army. It is designed to facilitate compliance with the mandates of Public Law to increase opportunities for small and small disadvantaged businesses.

DD-101 Applicability.

Except for subcontracting plans for commercial items, use this guide to review all subcontracting plans, including those submitted in response to the conditions described in FAR 19.705-2(d) and DFARS 219.705-2(d). See 19.708(b)(1) for special notices to be inserted in the solicitation regarding submission of subcontracting plans. A copy of the completed evaluation shall be included in the contract file.

DD-102 Goals.

Contracting officers must place special emphasis on negotiating reasonable goals in subcontracting plans. The goals must be realistic, challenging and attainable. The plan must demonstrate a real commitment to, and an active involvement in, providing subcontracting opportunities for small and small disadvantaged businesses.

DD-103 Scoring.

Score subcontracting plans in the context of the particular procurement. For instance, in smaller dollar value contracts, it may be impracticable or not cost effective for offerors to take the type of actions that may be appropriate in contracts for larger dollar values. However, in such cases, offerors must still address each element of the guide and discuss what they intend to do regarding each element. Contracting officers shall then assign appropriate point scores.

DD-104 Modification of Guide.

The evaluation guide and scoring system shall not be modified without the approval of the PARC. This approval authority may not be delegated.

DD-105 Use of Preaward Surveys.

For contracts administered by the Defense Contract Management Agency (DCMA), information needed to assess contractor compliance with subcontracting plans in current and previous contracts may be obtained by requesting a preaward survey in accordance with FAR 9.106.

Part 2 -- Scoring System

Point Points

Range Assigned

*1. Policy statement or evidence of internal guidance to 0-5
company buyers recognizing commitment to Pub.L.
99-661, Section 1207, and Pub.L. 100-180,
Section 806.*

0 No written policy statement in plan.

1-2 Plan includes a general policy, but no evidence of recognition of special emphasis being placed on subcontracting with SDBs, HBCUs and MIs as a result of Pub.L.s.

3-5 Definitive corporate and management commitment evidenced in individual plan and master plan by specifically referencing the Pub.L.s.

*2. Efforts to broaden SB and SDB active vendor base. 0-10
(FAR 19.704(a), 52.219-9(d), DFARS Subpart
219.5, 219.704(a)(1) 219.705 and 252.219-7003)*

0 Description of efforts merely parrots requirements of FAR to maintain listing of vendors.

1-2 Contains evidence that effort is directed at increasing subcontracts to SBs and SDBs for non-complex and general housekeeping supplies or services normally awarded to firms already in existing vendor base.

3-10 Addresses efforts to increase the number of SB and SDB sources awarded subcontracts, establishes plans to use competition restricted to SDBs and gives details about how plans to use competition restricted to SDBs will be accomplished. (DFARS 219.705-4 and Subpart 219.5)

Note: After scoring the plan to this point, if zero points have been assigned for Element 2, proceed to Item 3, Outreach. If one or more points have been assigned

for this Element 2, proceed to evaluation of the subelements labeled “minus 2” and “minus 3” to determine if points assigned so far must be reduced. Do not reduce points already assigned to less than zero. (No negative points are to be entered under “Points Assigned” for any Element.) These negative scores are additive; if both of the subelements apply, then minus five points are assessed to reduce points already assigned under this element 2.

minus 2 Includes efforts described above which rate 1-2 or 3-10 points but, when it would be appropriate, does not address effort to involve HBCUs and MIs in performing the contract for which the subcontracting plan is submitted. (DFARS 219.704(a)(1) and 219.705-4(d))

minus 3 Includes efforts described above which rate 1-2 or 3-10 points but does not address effort to identify and overcome obstacles which may prohibit award to HBCU and MI sources currently in vendor base.

Point Points

Range Assigned

*3. Outreach (ongoing and planned actions) 0-10
(FAR 19.704(a), 19.705-4, 52.219-9(d) and
52.219-9(e), DFARS 219.705).*

0 No mention of outreach.

1-4 Describes efforts to work with organizations in FAR 52.219-9(d)(11)(iv) to identify potential sources for items not traditionally awarded to SB or SDB firms. (FAR 52.219-9(d)(11)(iv) and 52.219-9(e))

5-10 Indicates intent to conduct reviews to determine the competence, ability, experience and capacity available in SB or SDB firms and to provide technical assistance to SBs and SDBs or explains why such reviews or technical assistance are not appropriate. (FAR 19.705-4(c) and 52.219-9(e))

Note: After scoring the plan to this point, if zero points have been assigned for Element 3, proceed to Item 4, Description of supplies and services. If one or more points have been assigned for this Element 3, proceed to evaluation of the subelement labeled “minus 3” to determine if points assigned so far must be reduced. Do not reduce points already assigned to less than zero. (No negative points are to be entered under “Points Assigned” for any Element.)

minus 3 Fails to indicate the extent to which HBCU and MI participation will be considered and facilitated in performing the contract for which the subcontracting plan is submitted, or fails to indicate other efforts to

increase HBCU and MI participation in future DoD acquisitions. (DFARS 219.705-4(d))

Point Points

Range Assigned

4. Describes supplies and services to be subcontracted 0-10 and planned for subcontracting to SBs, SDBs, HBCUs and MIs. (FAR 19.705-4(d), 52.219-9(d)(3), 52.219-9(e) and DFARS 219.705).

0 No mention.

1-4 Generic list of routine supplies and services included in materials listing for the specific contract.

5-7 Indicates intent to review major product/system components and key project elements of R&D, construction, service and spare parts contracts for subcontracting to SBs, SDBs, HBCUs and MIs. (FAR 19.705-4(d)(3) and (4), 52.219-9(e)(1) and (2) and DFARS 219.705)

8-10 Substantive plan actually targets specific SBs, SDBs, HBCUs and MIs for review to determine their competence, ability, experience and capacity and identifies specific components or major portions of the acquisition for consideration of SB, SDB, HBCU or MI competition. Also, indicates intent to work with large business subcontractors for major subsystems or key project elements to ensure “flowdown” of this philosophy. (FAR 19.705-4(d) and DFARS 219.705)

5. Describes specific efforts, based on results of efforts 0-15 described in Elements No. 3 and No. 4 to ensure that SB, SDB, HBCU and MI concerns have equitable opportunity to participate in acquisitions. (FAR 19.704(a), 19.705-4, 52.219-9(d) and DFARS 219.705).

0 No mention.

1-4 Description of efforts merely parrots FAR 19.704(a)(3) and (6) and 52.219-9(d)(8).

5-8 Describes how the company intends to evaluate its own SB and SDB award performance and program effectiveness against the established goals, both

company-wide and for the individual plan being negotiated. (FAR 19.704(a)(1) and (6) and 52.219-9(d)(11)(v))

9-12 Includes SBs, SDBs, HBCUs and MIs by name as members of original team for producing specific major components or subassemblies, providing a major service or performing a significant portion of the effort. (DFARS 219.705-2(d))

13-15 Describes special efforts to establish long-range relationships with SBs, SDBs, HBCUs and MIs, including leader-follower techniques, when appropriate. (FAR 19.705-4(d)(4) and DFARS 219.705-2(d))

6. Development of percentage goal is based on planned 0-40 subcontracting which is challenging, yet realistic. (FAR 19.705-4(d), DFARS 219.704(a)(1) and 219.705-4).

0 Fails to include a specific goal for subcontracting with SBs, SDBs, HBCUs and MIs or proposes zero percent goal without substantive justification.

1-5 Sets small business goal of less than 10 percent and/or SDB/HBCU/MI goal of two percent or less with no significant justification.

6-10 Sets goals of less than 10 percent (SB) and 2 percent (SDB), but contractor shows evidence of reasonable effort, including use of set-asides, to involve Sbs, SDBs, HBCUs or MIs in non-traditional areas.

11-20 Sets goals of over 10 percent (SB) and 2 percent (SDB) and also identifies specific SB, SDB, HBCU or MI concerns planned to be subcontractors, including the item or service or effort to be subcontracted. Indicates extent to which firms have participated in proposal preparation or otherwise indicates extent to which subcontracting to these firms may reasonably be assured. Goals are realistic in view of actions stated in other portions of the plan and make-or-buy plan, if applicable.

21-30 Same as for 11-20 points, but proposed percent of goal is reasonable in comparison with prior experience, yet indicates reasonable effort to improve on past

experience in terms of dollars, number of SDBs, HBCUs, and MIs involved, and movement into area without previous SDB, HBCU or MI involvement.

31-40 Same as 21-30 points, but includes evidence that if SBs, universities or institutions other than HBCUs or MIs are performing on a major component or subassembly, providing a major service or performing on a key project element, SDBs, HBCUs and MIs will also be given an opportunity to perform. Also, the percentage of the SDB, HBCU, MI goal compares favorably with the percentage of SB goal, consistent with the Government-wide goals of 20 percent to SB with five percent to SDB, or is otherwise explained, and the plan includes a forecast for improvement. (The SB and SDB goals in the subcontracting plan should approximate the ratio between the SB and SDB Government-wide goals.)

7. Past performance. 0-10

Extent to which the company has historically been successful in establishing realistic, yet challenging, goals and achieving them. Consider DCMC comments on prime contractor's justifications for prior failure to achieve goals. To avoid penalizing the contractor when there has been no previous defense contract, assign 10 points. (FAR 19.705-4(d)(1) and (d)(2)(iii), 19.706 and DFARS 219.706).

8. Other regulatory and statutory requirements.

If any of the following are answered "NO," the plan is not acceptable and must be revised to comply prior to award:

Does the plan have --

A. A separate goal for SB and SDB? (FAR 19.704(a)(1) and FAR 52.219-9(d)(1) and (2))

YES NO

B. A separate goal for the basic contract and, if applicable, each option? (FAR 19.704(c))

YES NO

C. The name of the company employee responsible for administration of plan and employee's duties? (FAR 19.704(a)(2) and 52.219-9(d)(7))

YES NO

D. A statement affirming intent to comply with subcontracting "flowdown" provisions? (FAR 19.704(a)(4) and 52.219-9(d)(10))

YES NO

E. A statement affirming willingness to cooperate in studies and to provide reports? (FAR 19.704(a)(5) and 52.219-9(d)(10))

YES NO

F. A statement that indirect costs are either included or excluded from the proposed goals and, if included, how they will be prorated? (FAR 52.219-9(d)(6))

YES NO

G. A description of efforts to ensure that SBs and SDBs have an equitable opportunity to participate in the acquisition? (FAR 52.219-9(d)(8))

YES NO

H. A recitation of the types of records maintained to demonstrate procedures adopted to comply with the requirements and goal in the plan? (FAR 52.219-9(d)(11))

YES NO

QUALITY ASSURANCE SURVEILLANCE PLAN
Removal and Disposal of Solid and Household Waste

1. **Weight Determination:** Random loads will be inspected and weighed by the contracting officers representative (COR) prior to leaving Anniston Army Depot (ANAD). Spot checks between ANAD and landfill scales will be performed by the government.
2. **Manifests:** All manifests will be provided to the COR completed and ready for signature to complete the disposal action.
3. **Partial Load Trip Fee:** Only one partial load trip fee will be paid per week, unless requested or authorized by the COR.
4. **Contract Payment:** The COR will review each trip ticket to validate itemized monthly payment request.
5. **Regulatory Compliance:**
 - a. The contractor shall be responsible for submitting an environmentally sound disposal plan as a part of its proposal. The disposal plan shall comply with all applicable federal and state regulations, as listed in the specification. Any change to the disposal plan after approval by the Contracting Officer will require reapproval.
 - b. The disposal plan will be reviewed by government personnel and may be submitted to the State of Alabama Department of Environmental Management for approval. Should the plan call for any movement of waste outside of the State of Alabama, then the appropriate state agencies of affected states may be notified as well.
 - c. To preclude the possibility of a submitted disposal plan being rejected by the State of Alabama, a dialogue between the Contractor and the State is encouraged. This dialogue would include general concepts to insure that a finalized disposal plan would meet agency approval.
6. **Safety Requirements:** The contractor shall comply with all safety requirements for contract work at ANAD and work shall be monitored by the ANAD Safety Office.

FOR INFORMATION PURPOSE ONLY

PAST PERFORMANCE EVALUATION PLAN

SUB-FACTOR	**NEUTRAL/ UNKNOWN RISK	POOR/ Very High Risk	GOOD/ LOW RISK	EXCELLENT/ Very Low Risk
QUALITY Conformance to specifications.	There is no meaningful relevant record of past performance.	It is extremely doubtful that the offeror will successfully perform the required effort.	Little doubt exists that the offeror will successfully perform the required effort.	Essentially no doubt exists that the offeror will successfully perform the required effort.
* DELIVERY Adherence to delivery schedules.	There is no meaningful relevant record of past performance.	It is extremely doubtful that the offeror will successfully perform the required effort.	Little doubt exists that the offeror will successfully perform the required effort.	Essentially no doubt exists that the offeror will successfully perform the required effort.
RESPONSE TO REQUEST FOR WARRANTY MAINTENANCE	There is no meaningful relevant record of past performance.	It is extremely doubtful that the offeror will successfully perform the required effort.	Little doubt exists that the offeror will successfully perform the required effort.	Essentially no doubt exists that the offeror will successfully perform the required effort.
AVAILABILITY OF SPARE PARTS	There is no meaningful relevant record of past performance.	It is extremely doubtful that the offeror will successfully perform the required effort.	Little doubt exists that the offeror will successfully perform the required effort.	Essentially no doubt exists that the offeror will successfully perform the required effort.

*** Failure to adhere to schedules must be documented to show circumstances were in the control of the contractor. If there was government delay or if changes in the delivery schedule were negotiated, contractor can not be penalized.**

**** Offerors with no relative past performance will receive a neutral rating. Relevant experience is any experience that is in any way related to the effort required by this solicitation. It does not have to be exactly the same effort or work on exactly the same piece of equipment.**

Attachment 12- For Informaiton Purposes Only

Arrow Disposal Service Inc.

REFUSE COLLECTION

For
Anniston Army Depot

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General Statement

The Technical Detail section of the proposal is in response to the solicitation requirement that a description of the items being offered be provided in sufficient detail to evaluate compliance with the requirements of the solicitation. Through our response to the solicitation, we acknowledge we will comply with all requirements of the solicitation and amendments. Arrow Disposal Service, Inc. (Arrow, Inc.) will provide adequate resources to ensure consistent collection of non-hazardous waste and disposal of the waste in an approved Subtitle D Landfill. In addition to collection and disposal services, Arrow, Inc. is providing adequate resources to complete box relocation services as described within the Statement of Work.

Mission Capability

Arrow Disposal Service, Inc. (Arrow, Inc.) is a private waste hauling and recycling company that prides itself on its ability to partner with governmental and private entities in order to provide quality solid waste and recycling services. Arrow, Inc.'s past performance record, obtained through our affiliation with Urrutia, Inc. d/b/a Arrow Disposal Service, clearly demonstrates our principles and key managers' ability to get the job done. With private sector facilities located in Alexander City, Fort Payne, and Birmingham, Alabama, Arrow, Inc.'s affiliate provides for additional personnel, vehicle, and container resource support within two (2) hours of ANAD if required. Due to our size, our Company is able to provide personalized services for its customers at the Corporate Management level, while applying state-of-the-art ideas in waste removal, disposal, and recycling tasks. ANAD will not be just another "account". ANAD will be our only order of focus and priority in East Alabama.

Approach to Mission Success

In order to be successful in service contracts, our Company believes that a Project Management Plan must be developed to clearly define the contract's stated goals and objectives. Our managers create a plan that is responsive to each individual customer's needs. The plan is devised and based upon the following concepts and corporate assets.

- Our Commitment to a **Partnership** with Governmental personnel
- Our Company's **Experience** working for the Government
- Our Company's **Corporate Dedication** to every contract
- Our Commitment to **Quality and Safety**
- Our Company's proven **Capability**

Our philosophy is Sustained Operational Capability and Readiness. Our local management teams have the authority to call upon the full resources of our Company and affiliate. Our corporate management staff provides support functions and technical assistance as necessary, but does not interfere in, or dictate, day-to-day operations. Our

structure provides local management with the authority for procuring the tools required to ensure project performance and quality.

Workforce

On-site management plans are based upon successful preliminary planning occurring well before the contract starts, and continuing throughout the life of the contract. On-Site management has the autonomy to make decisions required to satisfy contract terms. Our company offers a corporate commitment of support, before and during the entire life of the contract. Arrow, Inc. will never compromise quality for the sake of pricing that result from under staffing or the exclusion of proper management.

Arrow, Inc. proposes the following initial personnel resources:

Site Manager	1.0
Drivers	<u>3.0</u>
Total	4.0

The employee's are to be designated for job duties at ANAD **only**.

The Site Manager's primary responsibilities shall include, but not be limited to the following:

- Remain On Site
- Establish and Monitor Pick-Up Routes
 - Coordinate waste container placement and removals
 - Coordinate resolution of services for blocked containers
- Remain in contact / serve as point of contact for government COR
 - Be accessible via cellular phone and/or radio
 - Maintain log of communications relating to the terms of contract
 - Attend preconstruction / other meetings
- Oversee government established lock and key control
- Perform equipment inspections
- Make daily visits to government sites which utilize waste services
- Ensure and coordinate employees' meeting ANAD badging and personal protective masks.

The Site Manager may intermittently perform driving support functions in the event of significant fluctuations in work volumes; delays within the Chemical Limited Area; or as other special needs arise, including after hour emergency hazardous box relocation within two (2) hours of notification. In the event the Site Manager's driving duties exceed intermittent, additional drivers will be hired as required to satisfy the requirements of the contract.

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Employee Training

Our Director of Safety and Compliance and Contract Manager will direct and lead all training exercises and classes. Our pre-qualified drivers will be instructed in all operations and maintenance procedures and the safe operation of their vehicles and equipment. During the training period, our employees will be introduced to our company Health and Safety Plan. This program consists of required physical examinations, drug tests, safety indoctrination meetings, weekly tailgate safety meetings, job oversight, and scheduled biweekly safety meetings. Employees will be required to meet physical / fitting requirements for respirator usage, and attend and meet all ANAD training and compliance requirements.

Equipment Plan

All equipment, containers, and primary collection vehicles that Arrow, Inc. will provide for this contract will be totally dedicated to our mission at ANAD. All vehicles utilized for this contract will comply with local, state, federal, Depot specific, and DOT requirements. Our company and toll free telephone number will be boldly displayed on the sides of all vehicles. Our fleet plan includes scheduled preventive maintenance tasks required to ensure dependable equipment is always available to perform all the tasks required on time, every time.

Vehicles

Arrow, Inc. will provide the following new, or like new vehicles:

Front-Load	2.0
Roll-Off & Rail Trailer(s)	3.0
Container Carrier / Delivery	1.0
F150 Pick-UP Truck	<u>1.0</u>
	6.0

Should significant work-loads or redirects of disposal to alternate sites require, additional vehicles can be secured as required to meet operational requirements.

Containers

Arrow, Inc. will provide new containers per the specifications, and include approximately five (5.0%) additional containers to remain in local inventory for any emergencies or special requests made by ANAD. In the event local inventory is not sufficient to meet a need of ANAD, additional container support is available within two (2.0) hours of ANAD through our affiliate. This support will be called upon as needed to meet the specific requirement that five (5) containers of any specific size be provided at no additional cost for periods up to thirty (30) days.

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Box Size (Cubic Yards)	Cubic Yards	<u>Approx. 5.0% Additional</u>
2	20	-
4	90	-
6	30	-
8	80	-
Total Front-Load	220	11

Box Size (Cubic Yards)	Cubic Yards	<u>5.0% Additional</u>
15	5	-
20	12	-
30	33	-
40	23	-
40 (for asbestos)	1	-
Total Roll-Off	74	4

Designated specialty boxes will be provided for the IWTP configuration. All containers will be identified and marked for the segregation of wastes and be clearly labeled as to size. Placement of all containers is to be coordinated with the contracting officer representative. Unless directed otherwise, all containers will be painted federal standard #20045, dark brown. Front-Load containers will be provided by a national manufacturer, and meet the standards of the Alabama Department of Public Health.

Radios and Phones

Radio's and/or phones (non photograph generating) will be made available for all Arrow, Inc. vehicles and/or personnel with local telephone number(s). The phones will have optional vibrating feature for high noise areas. In addition, radio/phone units will be provided to ANAD as specified within the solicitation.

Equipment Maintenance Plan

Arrow, Inc. believes that to ensure uninterrupted service, a plan for routine and preventive maintenance must be adopted. We employ an aggressive approach to preventive maintenance. Each driver must fill out a vehicle condition report each day. This report is addressed both before his route begins and after his route is completed.

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This report identifies any problems with his vehicle that should be corrected. It allows the driver to identify defects that must be corrected before he proceeds with his route and notes corrections or normal wear related items that should be repaired and/or replaced during the next scheduled service.

Routine maintenance is performed at one-hundred and fifty (150) and three hundred (300) engine hour intervals. The preventive maintenance program for vehicles includes daily tire checks, routine oil and filter changes, and lubrication. This service will be subcontracted to a local maintenance shop with all maintenance and inspection performed by certified mechanics. In addition to the office space made available for the manager at ANAD, adequate inventory of commonly used parts and supplies will be maintained at a facility off ANAD property.

Routing

Workforce and equipment resources proposed are adequate to dedicate three (3) full time routes to ANAD services on a daily basis during scheduled hours. Route equivalents can be expressed as 2.4 roll-off routes and .60 front-load routes. Minimum service frequencies and requirements are:

Front-load containers	Once Weekly
Roll-off containers	Once Every Two (2) Weeks
Asbestos	On Call
Waste Storage	No greater than 12 hours Prohibited overnight within residential area
Pharmaceuticals	Sign pick-up release as required

Arrow, Inc. personnel will work close with the COR to determine required service frequencies. All ANAD waste will remain segregated and not commingled with other waste material(s). As detailed within the workforce and equipment sections, additional resources will be added as required to meet contract requirements and volume changes.

Environmental Plan

The government expects, and Arrow, Inc. desires, every effort is made to protect our natural resources and environment. Arrow, Inc. will take every precaution necessary to prevent any spillage of fuel, oil or hydraulic fluid while in performance of this contract. All of our equipment will be maintained in superb condition so as to minimize the possibility of leakage or spills. Scheduled equipment maintenance will be strictly adhered to per the manufacturer's recommendations. Arrow, Inc. will keep all fuel points and vehicles stocked with spill control materials such as shovels, absorbents, and plastic bags to aid in the clean up of any accidental spills.

Should any fuel, hydraulic fluid or oil spills occur, the incident will immediately be reported to Contracting as well as any other appropriate ANAD department, response, or

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regulatory agency. Arrow, Inc. will immediately clean up any fuel spillage that is self-induced while performing services under this contract. If a spill occurs on a concrete or asphalt surface and oil-absorbent material will be used on the spill, the area will be cleaned, and the material will be properly disposed of. Should a spill occur on natural ground, we will remove the contaminated soil and replace it with like material. All contaminated soil and absorbents will be disposed of at a proper treatment, storage, or disposal facility at our expense. In the event of waste spillage, all materials will be completely cleaned up and disposed of. If liquids are accumulated on the surface as a result of the refuse spill the same clean up procedures used for petroleum spills will be followed.

Additional environmental controls include maintaining appropriate records pertaining to the disposal of all wastes from ANAD. Manifests will be completed in compliance with the requirement of the contract. For additional tracking purposes of all waste material, each landfill load ticket will include the building and waste code(s) provided by the COR.

Volume

Waste Material will be hauled to disposal site(s) that are approved by ANAD only. As part of the proposal, a detailed disposal plan is provided. Arrow, Inc.s operation plan includes providing sufficient resources to collect, transport, and dispose of the Grand Total 28,000,000 pounds yearly quantity base year estimate in approved site(s). The pricing schedule provided with the solicitation omits the following volumes:

Waste Type	Yearly Quantity
General Depot Wood	1,800,000
Dried Sewage Sludge	1,400,000
Construction Debris	2,700,000
PCP Wood	5,200,000
Industrial Waste	8,550,000
Total Omitted From Pricing Schedule	19,650,000

Arrow, Inc. will provide the unit rate of \$0.016163 cents per pound for the waste identified above for the base year, to include container rental consideration. The proposed rate per unit will increase five (5.0%) from the base to 1st option year; and five (5.0%) from the 1st option year to the 2nd option year. The unit rate will escalate at seven (7.0%) thereafter.

Contract Payments

Arrow, Inc. will submit an itemized monthly payment request in the format described within the solicitation. The itemized monthly payment request will include the pounds of waste by type (Household, Asbestos, and Industrial); the landfill trip fee (transportation); Non-Hazardous Roll-Off relocation fee (above 10 per month IAW 5.0 Contract Payment Description/Specifications/Work Statement); and the Emergency Hazardous Roll-Off

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relocation fee. The unit rates for the base year, option year 1, and option year 2 are detailed within the pricing schedule and the summation accurately listed on the pricing recap. The detailed pricing schedule did not provide for unit pricing or volume assumptions for the 3rd option year and the 4th option year although the pricing recap indicates total data for the periods should be indicated. Arrow, Inc.'s proposed unit rates for the 3rd option year are seven percent (7.0%) greater than the 2nd option year; the proposed unit rates for the 4th option year are seven percent (7.0%) greater than the 3rd option year.

Due to material types and container sizes, partial load requirement require clear definition. Arrow, Inc. is committed to providing collection and transportation services for ANAD in a cost efficient manner, and we will clearly represent all actions completed to the COR as required and necessary. Arrow, Inc. will cooperate fully for periodic weight sampling to verify receiving landfill scale data.

Conclusion

Arrow, Inc. is prepared to initiate actions for a successful transition, and can have all equipment delivered fourteen (14) days prior to the effective start date. Our disposal plan, technical plan, and past performance should clearly indicate our understanding of the needs of ANAD and our ability to perform all required actions. Arrow, Inc. welcomes the opportunity to partner with ANAD.

PAST PERFORMANCE

Hurlburt Field, FL

- a. **Description of contract:** Government
- b. **Name of Contracting activity:** 16 CONS / LGCB
- c. **Contract Number:** FA4417-05-DM006
- d. **Contract Type:** Fixed Price
- e. **Total Contract Value:** \$2,799,730.00
- f. **Description of Work:** Refuse & Recycling Collection (4/1/05 – 3/31/10)
- g. **Contracting Officer:** Chris Wentworth
Phone Number: 850-884-1260
Email Address: chris.wentworth@hurlburt.af.mil
- h. **Contract Administrator:** Carol Vickers
Phone Number: 850-884-1270
Email Address: carol.vickers@hurlburt.af.mil
- i. **Summary of Work:**
Provide all waste collection & disposal, to include three separate housing areas, dumpsters, roll offs and compactors. Our services also involve recycling collection & sorting.
- j. **Relevance:**
Arrow's duties consists of household garbage collections (680 units) and bulk container collections (18 – 4cy, 121 – 8cy, & 12 – 20cy). Also, on this contract, we are very experienced with emergency services due to natural disasters. We are responsible for relocating containers to holding areas in emergency situations, such as hurricanes, within 2 hours of notification.
- k. **Problems Encountered & Corrective Actions:** None

PAST PERFORMANCE

Kirtland AFB, NM

- a. **Description of Contract:** Government
- b. **Name of Contracting Activity:** Chugach Management Services
- c. **Contract Number:** ABQ 02-S-0100
- d. **Contract Type:** Fixed Price
- e. **Total Contract Value:** \$4,849,389.00
- f. **Description of Work:** Refuse Collection (10/1/01 – 9/30/10)
- g. **Contracting Officer:** Arthur Thomas
Phone Number: 505-934-9674
Email Address: arthur.thomas@kirtland.af.mil
- h. **Contract Administrator:** Edith Monroe
Phone Number: 505-853-2802
Email Address: edith.monroe@kirtland.af.mil
- i. **Summary of Work:**
We are the subcontractor under Chugach Management located at Kirtland AFB, NM. Our duties are to collect and dispose refuse from all administrative buildings (390 dumpsters), (11) roll-offs, and (2) compactors.
- j. **Relevance:**
This contract is relevant to the proposed acquisition because of the collections made from commercial areas at Kirtland AFB. In addition to the scheduled refuse collections, Arrow provides support for special events at KAFB that requires relocating refuse containers from existing collection stations to new positions. Also, on an on-call basis, we have (2) 30cy roll-offs and (2) 40cy roll-offs available for refuse collection upon notification by a QA Representative.
- k. **Problems Encountered & Corrective Actions:** None

PAST PERFORMANCE

Maxwell AFB, AL

- a. **Description of Contract:** Government
- b. **Name of Contracting Activity:** 42 CONS / LGCB
- c. **Contract Number:** F01600-00-C0009
- d. **Contract Type:** Fixed Price
- e. **Total Contract Value:** \$3,701,369
- f. **Description of Work:** Refuse & Recycling Collection (7/1/00 – 5/30/05)
- g. **Contracting Officer:** Eugene Tilghman
Phone Number: 334-953-3526
Email Address: eugene.tilghman@maxwell.af.mil
- h. **Contract Administrator:** Richard Edwards
Phone Number: 334-953-2298
Email Address: richard.edwards@maxwell.af.mil
- i. **Summary of Work:**
Arrow Disposal provided collection & disposal services from all military family units and administrative areas as well as construction debris. Also, we were responsible for collecting and marketing recyclable materials at Maxwell AFB.
- j. **Relevance:**
Arrow performed scheduled refuse collections from 260 dumpsters and 979 housing units. We also provided unscheduled collections such as special events and on-call collections from 13 roll offs within 4 hours of notification by a QA Representative.
- k. **Problems Encountered & Corrective Actions:** None

Disposal Plan

In response to the solicitation, the table below details the primary and alternate disposal site(s).

Disposal Site	Address	Permit #	Landfill Type	Acceptable Waste	Permitted Daily Volume	Service Area
Three Corners Regional Landfill	2205 County Road 6 Piedmont, AL 36272	10-02	Municipal Solid Waste	Accept Non-Hazardous MSW, C&D, Industrial and Special Wastes as approved and defined by ADEM and the EPA.	1,500 tpd	Alabama counties of Blount, Calhoun, Cherokee, Clay, Cleburne, Cullman, DeKalb, Etowah, Jackson, Jefferson, Lauderdale, Lawrence, Limestone, Madison, Marshall, Morgan, Randolph, St. Clair, Shelby, Talladega, Tuscaloosa, Walker, and Winston;
Superior Onyx Cedar Hill Landfill	1319 N Business Creek Rd Ragland, AL 35131	58-05	Municipal Solid Waste	Accept Non-Hazardous MSW, C&D, Industrial and Special Wastes as approved and defined by ADEM and the EPA.	600 tpd	Blount, Calhoun, Clay, Etowah, Jefferson, Marshall, Shelby, St. Clair and Talladega counties
Sand Valley Landfill	3345 County Road 209 Collinsville, AL 35961	25-04	Municipal Solid Waste	Accept Non-Hazardous MSW, C&D, Industrial and Special Waste as approved and defined by ADEM and the EPA.	1,500 tpd	Blount, Calhoun, Cherokee, Clay, Cleburne, DeKalb, Etowah, Jackson, Marshall, Randolph, St. Clair, and Talladega Counties of Alabama; Chattooga, Dade, Polk, and Walker Counties of Georgia; and Hamilton County of Tennessee
Calhoun County Construction and Demolition Landfill	3625 Morrisville Road Anniston, AL 36201	08-01	Construction /Demolition	Accept Construction and Demolition Waste as approved and defined by ADEM and the EPA.	300 tpd	Calhoun County
Calhoun County Transfer Station	3625 Morrisville Road Anniston, AL 36201	Health Dept.	Municipal Solid Waste	Accept Non-Hazardous MSW, and C&D Waste as approved and defined by ADEM, State Health Department, and the EPA.	N/A	Waste Delivered To Superior Onyx Cedar Hill Landfill
Talladega Transfer Station	1500 Speedway Blvd Lincoln, AL 35063	Health Dept.	Municipal Solid Waste	Accept Non-Hazardous MSW, and C&D Waste as approved and defined by ADEM, State Health Department, and the EPA.	N/A	Waste Delivered To Sand Valley Landfill

THREE CORNERS REGIONAL LANDFILL

Three Corners Landfill is to serve as a primary disposal site for ANAD waste unless an alternate disposal site is required by ANAD. Household, Industrial, and Asbestos wastes will be delivered to the primary disposal site. The landfill permit certificate is provided with the proposal (**See Disposal Plan Exhibit A**). All detailed permit documents including performance history are a matter of public record and available for review at the Alabama Department of Environmental Management (ADEM). Documentation is provided from the site indicating the facilities permission to receive ANAD waste (**See Disposal Plan Exhibit B**). ANAD is within the site's permitted service area. Individual Waste profiles are required with state approval(s) for any waste designated as "special waste". The site has sufficient air space and remaining permitted capacity to accept ANAD's waste.

Haul Routes to Disposal Site

Updates to haul routes can be provided as required.

Primary Haul Route

Start out going SOUTHEAST on 6TH AVE W toward FRANKFORD AVE

Turn RIGHT onto FRANKFORD AVE

Stay STRAIGHT to go onto MACARTHUR AVE

Turn LEFT to stay on MACARTHUR AVE

MACARTHUR AVE becomes HARRY AYERS DR

Turn LEFT onto AL-202 / CR-9

Turn LEFT onto CR-9

Turn LEFT US-431 N

Turn RIGHT onto US-278

Turn LEFT onto CR-19 / ROY WEBB RD. Continue to follow CR-19

Turn LEFT onto CR-6

End at Waste Management Inc
2205 County Road 6, Piedmont, AL 36272

Alternate Haul Route

Start out going SOUTHEAST on 6TH AVE W toward FRANKFORD AVE

Turn RIGHT onto FRANKFORD AVE

Stay STRAIGHT to go onto MACARTHUR AVE

Turn LEFT to stay on MACARTHUR AVE

MACARTHUR AVE becomes HARRY AYERS DR

Anniston Army Depot
Solicitation #W911KF-06-R-0015
Disposal Plan

Turn LEFT onto AL-202 / CR-9. Continue to follow AL-202 E

Turn LEFT onto QUINTARD AVE / US-431 N / AL-21 N / JACKSONVILLE STATE UNIVERSITY HWY / AL-1 N. Continue to follow AL-21 N / JACKSONVILLE STATE UNIVERSITY HWY.

Turn RIGHT onto PUBLIC SQ E

Turn RIGHT onto PELHAM RD N / AL-21 N / JACKSONVILLE STATE UNIVERSITY HWY.
Continue to follow AL-21 N / JACKSONVILLE STATE UNIVERSITY HWY

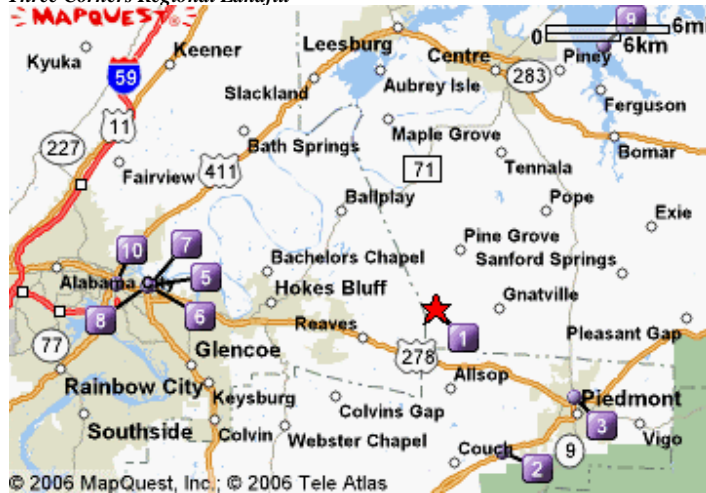
Turn LEFT onto CR-19 / ROY WEBB RD. Continue to follow CR-19

Turn LEFT onto CR-6

End at Waste Management Inc
2205 County Road 6, Piedmont, AL 36272

Map

Three Corners Regional Landfill



SUPERIOR ONYX CEDAR HILL LANDFILL

Superior Onyx Cedar Hill Landfill is to serve as an alternate disposal site for ANAD waste. Arrow, Inc. will utilize the disposal site if required by ANAD. No amendment to proposed rates is required if Superior / Onyx agree to match the disposal rates of the primary disposal site, Three Corners Landfill. Household, Industrial, and Asbestos wastes can be delivered to this alternate disposal site. Permit documents and additional acknowledgement and support requirements are to be provided upon ANAD's directive the alternate site should be utilized.

Haul Routes to Disposal Site

Updates to haul routes can be provided as required.

Primary Haul Route

Start out going SOUTHEAST on 6TH AVE W toward FRANKFORD AVE

Turn RIGHT onto FRANKFORD AVE

Stay STRAIGHT to go onto MACARTHUR AVE

Turn LEFT to stay on MACARTHUR AVE

MACARTHUR AVE becomes HARRY AYERS DR

Turn RIGHT onto AL-202 / CR-9

Turn RIGHT onto US-78

Turn RIGHT onto AL-77

Turn RIGHT onto AL-144

Turn LEFT onto N. Business Creek Rd.

End at Superior Onyx Cedar Hill Landfill

Alternate Haul Route

Start out going SOUTHEAST on 6TH AVE W toward FRANKFORD AVE

Turn RIGHT onto FRANKFORD AVE

Stay STRAIGHT to go onto MACARTHUR AVE

Turn LEFT to stay on MACARTHUR AVE

MACARTHUR AVE becomes HARRY AYERS DR

Turn RIGHT onto AL-202 / CR-9

Turn RIGHT onto I-20

Turn RIGHT onto AL-77

Anniston Army Depot
Solicitation #W911KF-06-R-0015
Disposal Plan

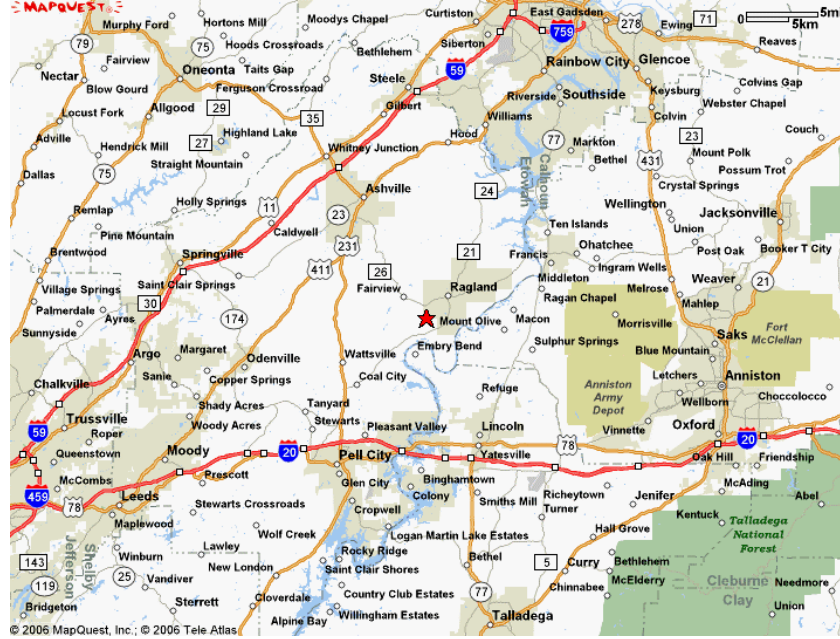
Turn RIGHT onto AL-144

Turn LEFT onto N. Business Creek Rd

End at Superior Onyx Cedar Hill Landfill

Map

Superior Onyx Cedar Hill Landfill



SAND VALLEY LANDFILL

Sand Valley Landfill is to serve as an alternate disposal site for ANAD waste. Sand Valley Landfill is considered an alternate in the event of emergency only, and will not be utilized unless expressly approved in advance by ANAD in the event of emergency situations. Due to the significant transportation differential verse the primary disposal site(s) and potential inflated disposal rates, proposed contract rates will require amendment if site is utilized. Household, Industrial, and Asbestos wastes can be delivered to the alternate disposal site. Permit documents and additional acknowledgement and support requirements are to be provided upon ANAD's directive the alternate site should be utilized.

Haul Routes to Disposal Site

Updates to haul routes can be provided as required.

Primary Haul Route

Start out going WEST on 6TH AVE W toward GADSDEN AVE

Turn RIGHT onto GADSDEN AVE

Turn LEFT onto GATE C TO GADSDEN AVE

Turn LEFT onto GATE C TO I-20 RD

GATE C TO I-20 RD becomes S BOUNDARY RD

S BOUNDARY RD becomes unnamed road

Turn LEFT

Turn RIGHT onto FISH HATCHERY RD

Turn RIGHT onto MUDD ST / CR-5. Continue to follow MUDD ST

Stay STRAIGHT to go onto CR-93 / MUDD ST

Turn RIGHT onto AL-77 N

Merge onto I-59 N via the ramp on the LEFT

Take the AL-68 exit- EXIT 205- toward COLLINSVILLE / CROSSVILLE

Turn LEFT onto AL-68

Turn RIGHT onto CR-51

Turn LEFT onto CR-212

Turn RIGHT onto CR-209

End at BFI Sand Valley Landfill

Alternate Haul Route

Anniston Army Depot
Solicitation #W911KF-06-R-0015
Disposal Plan

Start out going SOUTHEAST on 6TH AVE W toward FRANKFORD AVE

Turn RIGHT onto FRANKFORD AVE

Stay STRAIGHT to go onto MACARTHUR AVE

Turn LEFT to stay on MACARTHUR AVE

MACARTHUR AVE becomes HARRY AYERS DR

Turn LEFT onto AL-202 / CR-9

Turn LEFT onto CR-9

Turn LEFT US-431 N

Turn LEFT US-278

Turn RIGHT I-759 W

Turn RIGHT I-59 N

Take the AL-68 exit- EXIT 205- toward COLLINSVILLE / CROSSVILLE

Turn LEFT onto AL-68

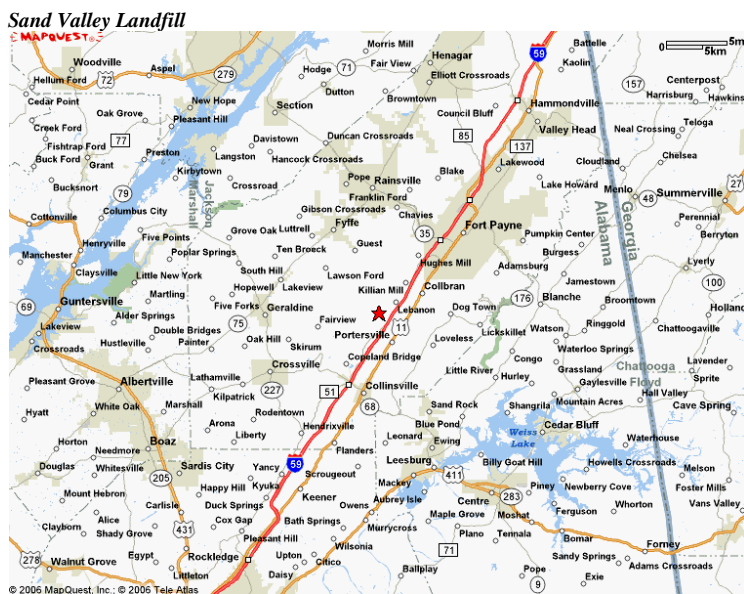
Turn RIGHT onto CR-51

Turn LEFT onto CR-212

Turn RIGHT onto CR-209

End at BFI Sand Valley Landfill

Map



CALHOUN COUNTY CONSTRUCTION AND DEMOLITION LANDFILL

Calhoun County Construction and Demolition Landfill is to serve as an alternate disposal site for ANAD waste. Calhoun County Landfill is considered an alternate in the event of emergency only, and will not be utilized unless expressly approved in advance by ANAD in the event of emergency situations. Due to the significant transportation differential versus the primary disposal site(s) and the variance in disposal rates, proposed contract rates will require amendment if site is utilized. The site is permitted to receive Construction and Demolition waste as defined by the Alabama Department of Environmental Management only. Permit documents and additional acknowledgement and support requirements are to be provided upon ANAD's directive the alternate site should be utilized.

Haul Routes to Disposal Site

Updates to haul routes can be provided as required.

Primary Haul Route

Start out going SOUTHEAST on 6TH AVE W toward FRANKFORD AVE

Turn RIGHT onto FRANKFORD AVE

Turn LEFT onto PATTON LOOP

Turn LEFT onto COOSA AVE

Turn RIGHT to stay on COOSA AVE

Turn RIGHT onto N PATROL RD

Turn LEFT onto TO GATE 4 RD

Turn LEFT onto EULATON RD

End at Calhoun County Landfill
3625 Morrisville Rd, Anniston, AL 36201

Alternate Haul Route

Start out going SOUTHEAST on 6TH AVE W toward FRANKFORD AVE

Turn RIGHT onto FRANKFORD AVE

Stay STRAIGHT to go onto MACARTHUR AVE

Turn LEFT to stay on MACARTHUR AVE

MACARTHUR AVE becomes HARRY AYERS DR

Turn LEFT onto AL-202 / CR-9

Turn LEFT onto CR-9

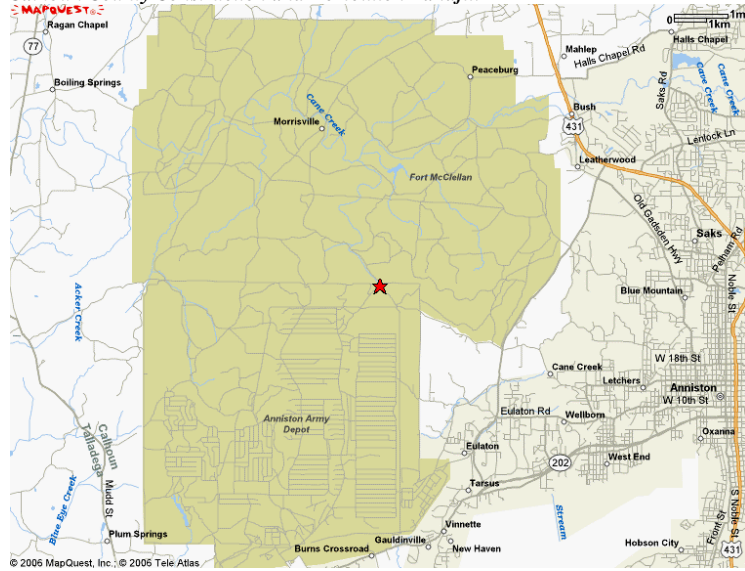
Turn LEFT onto Morrisville RD

Anniston Army Depot
Solicitation #W911KF-06-R-0015
Disposal Plan

End at Calhoun County Landfill
3625 Morrisville Rd, Anniston, AL 36201

Map

Calhoun County Construction and Demolition Landfill



CALHOUN COUNTY TRANSFER STATION

Calhoun County Transfer Station is to serve as an alternate disposal site for ANAD waste. Calhoun County Transfer is considered an alternate in the event of emergency only, and will not be utilized unless expressly approved in advance by ANAD in the event of emergency situations. Due to the significant transportation differential versus the primary disposal site(s) and variance in disposal rates, proposed contract rates will require amendment if site is utilized. Household, non-special waste can be delivered to the alternate disposal site. Permit documents and additional acknowledgement and support requirements are to be provided upon ANAD's directive the alternate site should be utilized.

Haul Routes to Disposal Site

Updates to haul routes can be provided as required.

Primary Haul Route

Start out going SOUTHEAST on 6TH AVE W toward FRANKFORD AVE

Turn RIGHT onto FRANKFORD AVE

Turn LEFT onto PATTON LOOP

Turn LEFT onto COOSA AVE

Turn RIGHT to stay on COOSA AVE

Turn RIGHT onto N PATROL RD

Turn LEFT onto TO GATE 4 RD

Turn LEFT onto EULATON RD

End at Calhoun County Landfill
3625 Morrisville Rd, Anniston, AL 36201

Alternate Haul Route

Start out going SOUTHEAST on 6TH AVE W toward FRANKFORD AVE

Turn RIGHT onto FRANKFORD AVE

Stay STRAIGHT to go onto MACARTHUR AVE

Turn LEFT to stay on MACARTHUR AVE

MACARTHUR AVE becomes HARRY AYERS DR

Turn LEFT onto AL-202 / CR-9

Turn LEFT onto CR-9

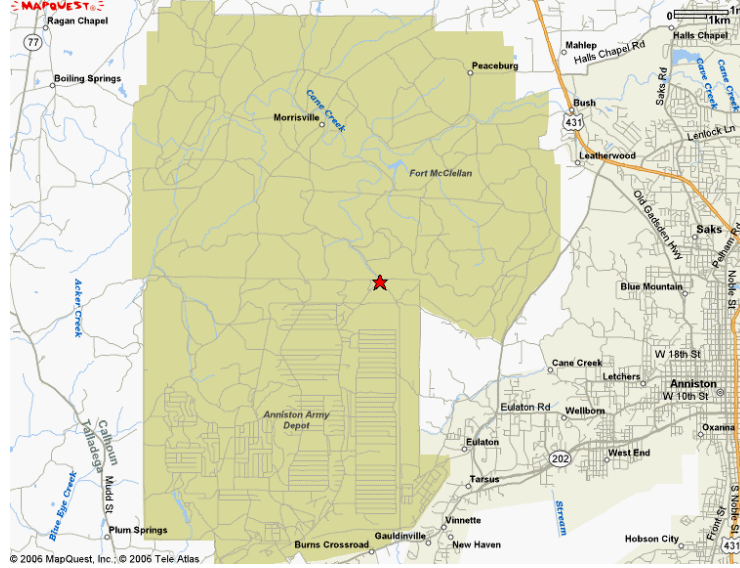
Turn LEFT onto Morrisville RD

End at Calhoun County Landfill
3625 Morrisville Rd, Anniston, AL 36201

Anniston Army Depot
Solicitation #W911KF-06-R-0015
Disposal Plan

Map

Calhoun County Transfer Station



TALLADEGA TRANSFER STATION

Talladega Transfer Station is to serve as an alternate disposal site for ANAD waste. Talladega Transfer is considered an alternate in the event of emergency only, and will not be utilized unless expressly approved in advance by ANAD in the event of emergency situations. Due to the significant transportation differential verse the primary disposal site(s) and variance in disposal rates, proposed contract rates will require amendment if site is utilized. Household, non-special waste can be delivered to the alternate disposal site. Permit documents and additional acknowledgement and support requirements are to be provided upon ANAD's directive the alternate site should be utilized.

Haul Routes to Disposal Site

Updates to haul routes can be provided as required.

Primary Haul Route

Start out going WEST on 6TH AVE W toward GADSDEN AVE.

Turn RIGHT onto GADSDEN AVE.

Turn LEFT onto GATE C TO GADSDEN AVE.

Turn LEFT onto GATE C TO I-20 RD.

Turn LEFT onto OLD SOUTH PATROL RD.

Stay STRAIGHT to go onto LAKE TO GATE C RD.

Turn RIGHT onto FISH HATCHERY RD.

Turn LEFT onto FISH HATCHERY LN.

Turn RIGHT onto US-78 / AL-4.

Turn LEFT onto DRY VALLEY RD / CR-114.

Turn RIGHT onto DRY VALLEY RD N.

Turn RIGHT onto SPEEDWAY BLVD / CR-399.

End at Talladega Transfer Station
1500 Speedway Blvd, Lincoln, AL 35096, US

Alternate Haul Route

Start out going WEST on 6TH AVE W toward GADSDEN AVE

Turn RIGHT onto GADSDEN AVE

Turn LEFT onto GATE C TO GADSDEN AVE

Turn LEFT onto GATE C TO I-20 RD

Turn LEFT onto OLD SOUTH PATROL RD

Anniston Army Depot
Solicitation #W911KF-06-R-0015
Disposal Plan

Stay STRAIGHT to go onto LAKE TO GATE C RD

Turn RIGHT onto FISH HATCHERY RD

Turn LEFT onto FISH HATCHERY LN

Turn RIGHT onto US-78 / AL-4

Turn LEFT onto US-77

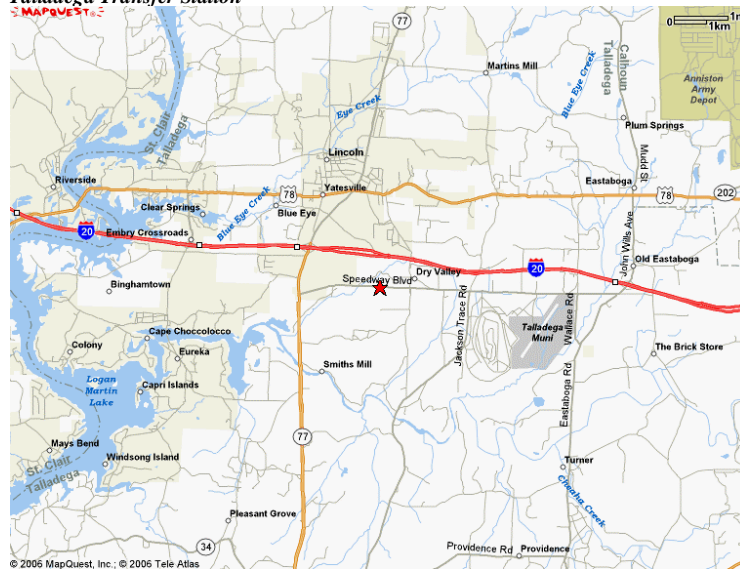
Turn LEFT onto SPEEDWAY BLVD / CR-399

End at Talladega Transfer Station

1500 Speedway Blvd, Lincoln, AL 35096, US

Map

Talladega Transfer Station



ADEMALABAMA
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**SOLID WASTE DISPOSAL
FACILITY PERMIT**

PERMITTEE: Waste Away Group, Inc.

FACILITY NAME: Three Corners Regional Landfill

LOCATION: 2205 County Road 6
Sections 7 and 18, Township 12 South, Range 9 East, Cherokee Count

PERMIT NUMBER: 10-02

APPROVED WASTES: Non-hazardous, non-infectious putrescible and non-putrescible solid wastes including but not limited to household garbage, industrial waste, construction and demolition debris, trees, limbs, stumps, sludge, paper, rubbish, and similar type wastes

WASTE VOLUME: Average Daily Volume of 1500 tons/day

SERVICE AREA: Alabama counties of Blount, Calhoun, Cherokee, Clay, Cleburne, Cullman, Dekalb, Etowah, Jackson, Jefferson, Lauderdale, Lawrence, Limestone, Madison, Marshall, Morgan, Randolph, Shelby, St. Clair, Talladega, Tuscaloosa, Walker, and Winston; the Georgia counties of Butts, Calhoun, Carroll, Catoosa, Chattooga, Clayton, Cobb, Coweta, Dade, Dekalb, Douglas, Fayette, Floyd, Fulton, Haralson, Henry, Meriwether, Paulding, Pike, Polk, Rockdale, Spalding, Walker, and Whitfield; and the Tennessee counties of Bradley, Hamilton, Marion, McMinn, and Polk.

In accordance with and subject to the provisions of the Solid Waste Disposal Act, as amended, Code of Alabama 1975, §§ 22-27-1 to 22-27-27 ("SWDA"), the Alabama Environmental Management Act, as amended, Code of Alabama 1975, §§ 22-22A-1 to 22-22A-15, and rules and regulations adopted thereunder, and subject further to the conditions set forth in this permit, the Permittee is hereby authorized to dispose of the above-described solid wastes at the above-described facility location.

ISSUANCE DATE: July 8, 2002

EFFECTIVE DATE: July 8, 2002

EXPIRATION DATE: July 7, 2007

Alabama Department of Environmental Management

RECEIVED

DEC 31 2001

ADEMALABAMA
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**NATIONAL POLLUTANT
DISCHARGE ELIMINATION
SYSTEM
GENERAL PERMIT**

DISCHARGE AUTHORIZED: STORM WATER RUNOFF, NOT CONTAINING LEACHATE, FROM ACTIVE AND INACTIVE LANDFILLS; FROM TRANSFER STATIONS INCLUDING STORM WATER RUNOFF FROM MAINTENANCE OPERATIONS AND EXPANSION CONSTRUCTION ACTIVITIES AT LANDFILLS; VEHICLE AND EQUIPMENT WASH WATER; AND STORM WATER FROM PETROLEUM STORAGE AND HANDLING, EQUIPMENT STORAGE, AND MAINTENANCE AREAS

AREA OF COVERAGE: THE STATE OF ALABAMA

PERMIT NUMBER: ALG16-0130

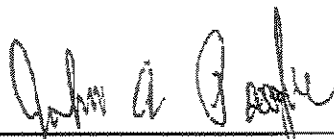
RECEIVING WATERS: ALL WATERS OF THE STATE NOT DESIGNATED OUTSTANDING NATIONAL RESOURCE WATER

In accordance with and subject to the provisions of Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251-1378 (the "FWPCA"), the Alabama Water Pollution Control Act, as amended, Code of Alabama 1975, §§22-22-1 to 22-22-14 (the "AWPCA"), the Alabama Environmental Management Act, as amended, Code of Alabama 1975, §§22-22A-1 to 22-22A-15, and rules and regulations adopted thereunder, and subject further to the terms and conditions set forth in this permit, the dischargers covered by this permit are hereby authorized to discharge into the above receiving waters.

ISSUANCE DATE: August 31, 2001

EFFECTIVE DATE: February 1, 2002

EXPIRATION DATE: January 31, 2007



Alabama Department of Environmental Management

ADEM

ALABAMA
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

AIR PERMIT

PERMITEE: Three Corners Regional Landfill

LOCATION: Piedmont, Alabama

PERMIT NUMBER

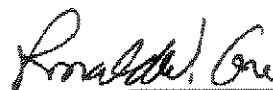
303-0008-X001

DESCRIPTION OF EQUIPMENT, ARTICLE
OR DEVICE

Municipal Solid Waste Landfill with collection
system and flare

In accordance with and subject to the provisions of the Alabama Air Pollution Control Act of 1971, as amended, Code of Alabama 1975, §§22-28-1 to 22-28-23 (the "AAPCA") and the Alabama Environmental Management Act, as amended, Code of Alabama 1975, §§22-22A-1 to 22-22A-15, and rules and regulations adopted thereunder, and subject further to the conditions set forth in this permit, the Permittee is hereby authorized to construct, install and use the equipment, device or other article described above.

ISSUANCE DATE: May 6, 2005



Alabama Department of Environmental Management

**THREE CORNER'S REGIONAL LANDFILL**
A WASTE MANAGEMENT COMPANY

2205 County Road 6
Piedmont, AL 36272
P.O. Box 871
Centre, AL 35960
(256) 447-1881
(256) 447-9274 Fax

**THREE CORNER'S REGIONAL
MUNICIPAL SOLID WASTE LANDFILL**

LOCATION	Located outside the city of Piedmont, Cherokee County, Alabama approximately 86 miles west of Atlanta, GA, 87 miles east of Birmingham, AL and 171 miles northeast of Montgomery, AL
ADDRESS	Physical: 2205 County Road 6, Piedmont, AL 36272 Mailing: P. O. Box 871, Centre, AL, 35960
PHONE, FAX NUMBER	(256)447-1881 / (256)447-9274
ACREAGE	466.8 total site - 220 permitted disposal area
PERMITTED CAPACITY	1500 tons per day
PERMIT INFORMATION	Alabama Department of Environmental Management (ADEM) Permit Number 10-02
ACCEPTABLE WASTE	Municipal Solid Waste, Construction and Demolition Waste, Brush and Limbs, Selective Non-Hazardous Industrial Waste, Contaminated Soils, Ash, Sludge, Residuals and Asbestos
UNACCEPTABLE WASTE	Refrigerators, Freezers, Air Conditioners, Lead Acid Batteries, Free liquids, Paint, Chemicals, Biomedical Waste, Radioactive Waste and others as deemed necessary by the facility.
OPERATOR	Waste Management
HOURS OF OPERATION	Monday - Friday 7:00 A.M. - 5:00 P.M. CST Saturday 7:00 A.M. - 12:00 Noon CST Sunday Closed
SECURITY	Single Access Point, Fencing, Random Inspections of Incoming Waste
LINER SYSTEM	Subtitle "D" Composite Liner Consisting of Prepared Subgrade/Subbase, Geosynthetic Clay Liner, HDPE Flexible Membrane Liner, Geocomposite Drainage Net, Leachate Collection and Disposal System, 24" Protective Soil Cover
OTHER ENVIRONMENTAL PROTECTION SYSTEMS	Quarterly Landfill Gas Monitoring, Semi-Annual Groundwater Monitoring Annual Storm Water/Surface Water Monitoring
TRANSPORTATION DIRECTIONS	Highway 278 (west bound) from Piedmont, turn right onto County Road 19, Turn left onto County Road 6 to the site

CERTIFICATE OF INSURANCE

 Date: (MM/DD/YY)
12/9/2006
PRODUCER
 Lockton Companies of Houston
5847 San Felipe, Suite 320
Houston, TX 77057
866-260-3538 (Phone)
866-492-1055 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE
INSURED: Waste Management Holdings, Inc. & All Affiliated, Related & Subsidiary Companies including:
Three Corners Regional Landfill
P.O. Box 871
Centre, AL 35960

Insurer A:	ACE American Insurance Company
Insurer B:	Indemnity Insurance Company of North America
Insurer C:	
Insurer D:	
Insurer E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY BE EXHAUSTED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$ 5,000,000
A	X COMMERCIAL GENERAL LIABILITY	HDO G21714318	1/1/2006	1/1/2007	FIRE DAMAGE (ANY ONE FIRE)	\$ 5,000,000
	X OCCURRENCE				MED EXP (PER PERSON)	
	X XCU INCLUDED				PERSONAL & ADV INJURY	\$ 5,000,000
	X ISO FORM CG 00 01 12 04				GENERAL AGGREGATE	\$ 6,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS/COMP. OP. AGG	\$ 6,000,000
	X PROJECT					
	X LOCATION					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$ 10,000,000
A	X ANY AUTO	ISA H08218997	1/1/2006	1/1/2007	(EACH ACCIDENT)	
	X ALL OWNED AUTOS					
	X HIRED AUTOS					
	X NON-OWNED AUTOS					
	X MCS-90					
	EXCESS LIABILITY/UMBRELLA				EACH OCCURRENCE	\$ 15,000,000
A	X OCCURRENCE	XOOG23572503	1/1/2006	1/1/2007	AGGREGATE	\$ 15,000,000
	CLAIMS MADE					
	WORKERS' COMPENSATION and EMPLOYERS LIABILITY				WORKERS' COMPENSATION	STATUTORY
B		WLR C44338440 (AOS)	1/1/2006	1/1/2007	EL EACH ACCIDENT	\$ 3,000,000
A		WLR C44338427 (CA)	1/1/2006	1/1/2007	EL DISEASE-EA EMPLOYEE	\$ 3,000,000
A		SCF C44338403 (WI)	1/1/2006	1/1/2007	EL DISEASE-POLICY LIMIT	\$ 3,000,000

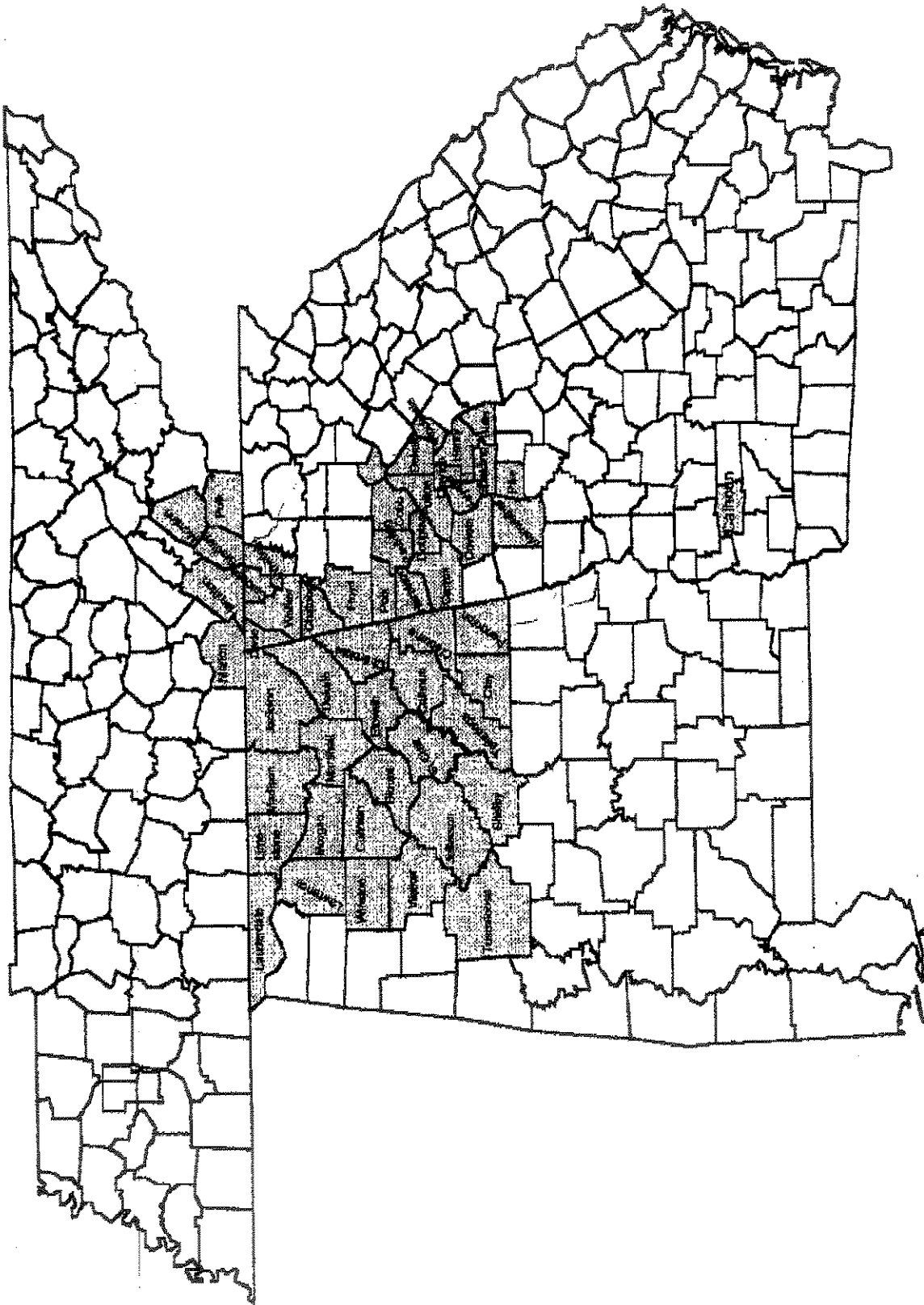
REMARKS: DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT PROVISIONS:
 CHECK BOX ☒ BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.
☒ CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.
CERTIFICATE HOLDER:
 "For Bid Purposes Only"
c/o Three Corners Regional Landfill
CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT.

AUTHORIZED REPRESENTATIVE:



CERTIFICATE OF INSURANCE							Date: (MM/DD/YY) 12/17/2004
PRODUCER Lockton Companies of Houston 5847 San Felipe, Suite 320 Houston, TX 77057 866-260-3538 (Phone) 866-492-1055 (Fax)				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED: WASTE MANAGEMENT and Waste Away Group, Inc. 2205 County Road 6 Piedmont, AL 35959				INSURERS AFFORDING COVERAGE Insurer A: ACE American Insurance Company Insurer B: Indemnity Insurance Company of North America Insurer C: Insurer D: Insurer E:			
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY BE EXHAUSTED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS		
	GENERAL LIABILITY				EACH OCCURRENCE	\$ 5,000,000	
A	X COMMERCIAL GENERAL LIABILITY	HDO G21712978	1/1/2005	1/1/2006	FIRE DAMAGE (ANY ONE FIRE)	\$ 5,000,000	
	X OCCURRENCE				MED EXP (PER PERSON)		
	X XCU INCLUDED				PERSONAL & ADV INJURY	\$ 5,000,000	
	X ISO FORM CG 00 01 10 01				GENERAL AGGREGATE	\$ 6,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS/COMP. OP. AGG	\$ 6,000,000	
	X PROJECT						
	X LOCATION						
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EACH ACCIDENT)	\$ 10,000,000	
A	X ANY AUTO	ISA H07932704	1/1/2005	1/1/2006			
	ALL OWNED AUTOS						
	X HIRED AUTOS						
	X NON-OWNED AUTOS						
	X MCS-90						
	EXCESS LIABILITY/UMBRELLA				EACH OCCURRENCE	\$ 15,000,000	
A	X OCCURRENCE	XOOG22082334	1/1/2005	1/1/2006	AGGREGATE	\$ 15,000,000	
	CLAIMS MADE						
	WORKERS' COMPENSATION and EMPLOYERS LIABILITY				WORKERS' COMPENSATION	STATUTORY	
B	WLR C44173803 (AOS)	1/1/2005	1/1/2006	EL EACH ACCIDENT	\$ 3,000,000		
A	WLR C44181095 (CA)	1/1/2005	1/1/2006	EL DISEASE-EA EMPLOYEE	\$ 3,000,000		
A	SCF C44181056 (WI)	1/1/2005	1/1/2006	EL DISEASE-POLICY LIMIT	\$ 3,000,000		
REMARKS: DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT PROVISIONS:							
CHECK BOX <input checked="" type="checkbox"/> BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. <input checked="" type="checkbox"/> CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.							
CERTIFICATE HOLDER: "For Bid Purposes Only" c/o Waste Away Group, Inc.				CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT.			
				AUTHORIZED REPRESENTATIVE			

THREE CORNERS REGIONAL LANDFILL / GADSDEN, AL (CHEROKEE COUNTY)**SERVICE AREA**

04/18/09



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

4WD-RCRA

MAY 24 1993

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Mark Behel
Compliance Manager
Three Corners Regional Landfill
P.O. Box 871
Centre, Alabama, 35960

SUBJ: CERCLA Off-site Rule: Affirmative Determination of
Acceptability for Three Corners Regional Landfill
Cherokee County, Piedmont, Alabama
Solid Waste Permit Number 10-02

Dear Mr. Behel:

The U.S. Environmental Protection Agency (EPA), Region 4, has made an affirmative determination of acceptability for the receipt of non-hazardous CERCLA off-site waste in the lined cell of Three Corners Regional Landfill, Cherokee County, Piedmont, Alabama, Department of Environmental Management (Solid Waste Permit Number 10-20). Pursuant to 40 C.F.R. § 300.440(a)(4), EPA has completed an initial assessment of Three Corners Regional Landfill, and finds that the Subtitle D lined cell at Three Corners Regional Landfill, is acceptable for the receipt of non-hazardous off-site waste. Such off-site waste is defined as those wastes generated as a result of activities authorized pursuant to, or funded by, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

On September 22, 1993, EPA amended the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300, by adding Section 300.440, now known as the Off-site Rule. The rule implements and codifies the requirements contained in CERCLA Section 121(d)(3), and incorporates many provisions of the November 13, 1987, OSWER Directive (No. 9834.11), known as the Off-site Policy. The Off-site Rule establishes the criteria and procedures for determining if facilities are acceptable for the off-site receipt of CERCLA waste, and outlines the actions affected by the standard. A copy of the Off-site Rule is enclosed.

2

The Off-site Rule requires that prior to a facility's initial receipt of CERCLA waste, EPA shall determine if there are relevant releases or relevant violations at the facility. EPA believes that affirmative determinations of "compliance" and "control of releases" are necessary before a facility may be deemed acceptable for the receipt of CERCLA wastes.

This affirmative determination of Three Corners Regional Landfill, is based on information provided by representatives of the Alabama Department of Environmental Management (ADEM). On February 10, 1999, ADEM conducted an inspection to determine Three Corners Regional Landfill's compliance with the applicable state regulations and effective operating permits. The results of the inspection indicate that the Subtitle D lined cell at Three Corners Regional Landfill, is currently in compliance with applicable environmental standards. Based on communication with ADEM personnel, the U.S. EPA Regional Office has no information indicating any environmentally significant release of hazardous substances from the Subtitle D lined receiving unit. Therefore, effective upon receipt of this letter Three Corners Regional Landfill is acceptable to receive non-hazardous CERCLA off-site waste at the Subtitle D lined cell of the facility described above.

Please note that this determination does not supersede the requirements of Subtitle C of the Resource Conservation and Recovery Act for CERCLA wastes which are hazardous wastes.

The CERCLA off-site status for Three Corners Regional Landfill, is acceptable for Subtitle D solid waste and will remain so until EPA notifies you otherwise. However, please note that the CERCLA off-site status for your facility is dynamic in nature and is subject to change. If you have any questions concerning this matter, please contact Houston Gilliland, Jr., at (404) 562-8617.

Sincerely yours,



Richard D. Green
Director
Waste Management Division

Enclosure

cc: A. Pennington, ADEM, w/enclosure
G. Hardy, ADEM

**WASTE MANAGEMENT**

2205 County Road 6
Piedmont, AL 36272
P.O. Box 871
Centre, AL 35960
(256) 447-1881
(256) 447-9274 Fax

EFFECTIVE MARCH 18, 2005

THREE CORNERS REGIONAL LANDFILL

MANDATORY LANDFILL PROCEDURES

1. All persons exiting the vehicle/truck in the landfill and on the active work-face will have on high visibility clothing. Mandatory ANSI Class II: Vest, hardhat, and safety glasses.
2. Only one person will be allowed to exit the vehicle/truck on the active work-face.
(Example: Driver)
3. All drivers will remain within 6 feet of their vehicle/truck.
4. Drivers will pull away from the active work-face to latch doors when they are empty.
5. Vehicles/trucks will back where indicated by work-face personnel to un-load with a minimum of 10 feet between each vehicle/truck.
6. Trucks will proceed to a designated spot to clean behind blades. Under no circumstances may this be done with the trucks running.
7. Speed Limit is 15 MPH on the Landfill roads and 5 MPH on the work-face.
8. Work-face personnel will not push any vehicles/trucks. Vehicle/trucks must be equipped with pull hooks if they desire assistance.

Date: _____

Printed Name: _____

Signature: _____

Company Name: _____

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
COMPLIANCE INSPECTION REPORT

FACILITY NAME <i>Three Corners Regional LF</i>		GEN	TRN	TRT	MSWLT <input checked="" type="checkbox"/>	C/D LF	ILF	CLOSED	UAD
ADDRESS <i>Co Rd 6</i>		CITY <i>Centre</i>				STATE <i>AL</i>		ZIP CODE	
PERMIT NUMBER <i>10-02</i>		DATE OF INSPECTION <i>2-15-06</i>						PAGE OF <i>1 1</i>	

During an inspection completed this date to determine compliance with the requirements of Division 13 of the Alabama Department of Environmental Management Administrative Code, following items of noncompliance were identified.

No Violations noted

This information is provided to document the Department's inspection of your facility and/or to call your attention to areas of potential noncompliance at the earliest possible time. This report does not constitute a Notice of Violation nor a compliance order issued pursuant to the Code of Alabama 1975, § 22-27-7, 22-22A-5, and 22-22A-8 and may not be a complete listing of all areas of noncompliance which may be identified as a result of this inspection.

Signature of Preparer Paul Seary Printed Paul Seary

The undersigned person hereby acknowledges that he/she received a copy of this report and has read and understands same and does not constitute agreement with the report.

SIGNATURE	<i>Jackie A Moore</i>	PRINTED NAME	<i>Jackie A Moore</i>
TITLE	<i>Dist Manager</i>	DATE	<i>2/15/06</i>
FOR OFFICE USE ONLY			

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
COMPLIANCE INSPECTION REPORT

A

FACILITY NAME <i>Three Corners Regional LF</i>		MSWLF <input checked="" type="checkbox"/>	C/D LF	ILF	CLOSED	UAD
ADDRESS <i>Co Rd 1e</i>		CITY <i>Centre</i>			STATE <i>AL</i>	ZIP CODE
PERMIT NUMBER <i>10-02-</i>		DATE OF INSPECTION <i>5-18-05</i>			PAGE OF <i>1 1</i>	

During an inspection completed this date to determine compliance with the requirements of Division 13 of the Alabama Department of Environmental Management Administrative Code, following items of noncompliance were identified.

No Violations noted

This information is provided to document the Department's inspection of your facility and/or to call your attention to areas of potential noncompliance at the earliest possible time. This report does not constitute a Notice of Violation nor a compliance order issued pursuant to the Code of Alabama 1975, § 22-27-7, 22-22A-5, and 22-22A-8 and may not be a complete listing of all areas of noncompliance which may be identified as a result of this inspection.

Signature of Preparer Paul Searcy Printed Paul Searcy Date 5/18/05

The undersigned person hereby acknowledges that he/she received a copy of this report and has read and understands same and does not constitute agreement with the report.

SIGNATURE <i>Thomas D Jones</i>	PRINTED NAME THOMAS D JONES
TITLE OPERATIONS MGR	DATE 05-18-05
FOR OFFICE USE ONLY	

A

During an inspection completed this date to determine compliance with the requirements of Division 13 of the Alabama Department of Environmental Management Administrative Code, following items of noncompliance were identified.

REC'D OCT 21 2004

REC'D OCT 21 2004

No Violations noted

Signature of Preparer Paul Searcy Printed Paul Searcy

SIGNATURE	Jackie A Moore	PRINTED NAME	Jackie A Moore
TITLE	Site mgr.	DATE	10/21/04
FOR OFFICE USE ONLY			

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
COMPLIANCE INSPECTION REPORT

FACILITY NAME <i>Three Corners Regional LF</i>		GEN	TRN	TRT	MSWLF <input checked="" type="checkbox"/>	CAD LF	ILF	CLOSED	UAD
ADDRESS <i>2205 Ce Rd E</i>		CITY <i>Piedmont</i>				STATE <i>AL</i>		ZIP CODE <i>36272</i>	
PERMIT NUMBER <i>10-02</i>		DATE OF INSPECTION <i>2/25/04</i>				PAGE OF <i>1/1</i>			

During an inspection completed this date to determine compliance with the requirements of Division 13 of the Alabama Department of Environmental Management Administrative Code, following items of noncompliance were identified.

No Violations cited
Solidification process should be moved outside of permitted foot print

This information is provided to document the Department's inspection of your facility and/or to call your attention to areas of potential noncompliance at the earliest possible time. This report does not constitute a Notice of Violation nor a compliance order issued pursuant to the Code of Alabama 1975, § 22-27-7, 22-22A-5, and 22-22A-8 and may not be a complete listing of all areas of noncompliance which may be identified as a result of this inspection.

Signature of Preparer Paul Seavey Printed Paul Seavey

The undersigned person hereby acknowledges that he/she received a copy of this report and has read and understands same and does not constitute agreement with the report.

SIGNATURE <i>Jackie A Moore</i>	PRINTED NAME <i>Jackie A Moore</i>
TITLE <i>Site mgr.</i>	DATE <i>2/25/04</i>
FOR OFFICE USE ONLY	

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
COMPLIANCE INSPECTION REPORT

[illegible]

A

FACILITY NAME <i>Three Corners Regional LF</i>		GEN	TRN	TRT	MSWLF <input checked="" type="checkbox"/>	C/D LF	ILF	CLOSED	LAD
ADDRESS <i>2205 Cedar Ln</i>		CITY <i>Piedmont</i>				STATE <i>AL</i>		ZIP CODE <i>36272</i>	
PERMIT NUMBER <i>10-02</i>		DATE OF INSPECTION <i>2/25/04</i>						PAGE: OF <i>1 1</i>	

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Solidification process should be moved outside of
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This information is provided to document the Department's inspection of your facility and/or to call your attention to areas of potential noncompliance at the earliest possible time. This report does not constitute a Notice of Violation nor a compliance order issued pursuant to the Code of Alabama 1975, § 22-27-7, 22-22A-5, and 22-22A-8 and may not be a complete listing of all areas of noncompliance which may be identified as a result of this inspection.

Signature of Preparer Paul Seavey Printed Paul Seavey

The undersigned person hereby acknowledges that he/she received a copy of this report and has read and understands same and does not constitute agreement with the report.

SIGNATURE <i>Jackie A. Moore</i>	PRINTED NAME <i>Jackie A. Moore</i>
TITLE <i>Site Mgr.</i>	DATE <i>2/25/04</i>
FOR OFFICE USE ONLY	



WASTE MANAGEMENT

MEMORANDUM

DATE: 7-26-06

TO: RANDALL T. ARNOLD
SENIOR VICE PRESIDENT OF OPERATIONS
ARROW DISPOSAL SERVICE, INC.
P.O. BOX 130
ABBEVILLE, AL. 36310

FROM: MIKE DAVIS
THREE CORNERS REGIONAL LANDFILL
2205 COUNTY ROAD 6
PIEDMONT, AL 36272

SUBJECT: MEMO OF UNDERSTANDING FOR ANNISTON ARMY DEPOT
CONTRACT # W911KF-06-R-0015

Waste Management agrees to accept waste meeting site specific permit and/or other individual State special waste approval requirements, and is offering the following disposal pricing for the listed line items found below for Anniston Army Depot bid # W911KF-06-R-0015:

Waste Description

Disposal Price

Municipal Solid Waste (MSW)
Industrial Waste Excluding Non-Haz Special

[REDACTED]

Special Waste:

Petroleum Contaminated Waste
IWTP / STP Filter Cake
Friable / Non-Friable Asbestos

[REDACTED]

These waste streams will be disposed at the Waste Management owned Three Corners Landfill located in Piedmont, AL. This landfill is permitted to accept MSW and Non-Hazardous Special waste from Calhoun County Alabama. The site's Landfill Permit number is 10-02. Permitted disposal capacity is 1,500 tons a day and is currently averaging 26,154 tons per month for disposal. Current available airspace for disposal is 505,520 cubic yards of unused airspace with current bids for the development of new cell construction. Expected completion in 1st quarter 2007. The life expectancy of the Three Corners Landfill at current disposal volumes is projected to be until the year 2112.

Please advise if additional information is required.